File No. 250968 **Committee Item No.** 6
Board Item No. 23

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee **Date** October 15, 2025
Board of Supervisors Meeting **Date** October 21, 2025

Cmte Board

Cmte	Board	
☐	☐	**Motion**
☒	☒	**Resolution**
☐	☐	**Ordinance**
☐	☐	**Legislative Digest**
☒	☒	**Budget and Legislative Analyst Report**
☐	☐	**Youth Commission Report**
☐	☐	**Introduction Form**
☒	☒	**Department/Agency Cover Letter and/or Report**
☐	☐	**MOU**
☐	☐	**Grant Information Form**
☒	☒	**Grant Budget**
☐	☐	**Subcontract Budget**
☒	☒	**Contract/Agreement**
☒	☒	**Form 126 – Ethics Commission**
☐	☐	**Award Letter**
☐	☐	**Application**
☐	☐	**Public Correspondence**

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

☒	☒	Appendix B – Grant Plan
☒	☒	Request for Applications – 12/18/2024
☐	☒	DEC Presentation 10/15/2025
☐	☒	DEC Memo on Retroactivity 10/17/2025
☐	☐	
☐	☐	
☐	☐	
☐	☐	
☐	☐	
☐	☐	

Completed by: Brent Jalipa **Date** October 9, 2025
Completed by: Brent Jalipa **Date** October 16, 2025

[Grant Agreement - Retroactive - Children's Council of San Francisco - Early Care and Education Access and Enrollment Services - Not to Exceed $436,382,686]

Resolution retroactively approving Contract No. 1000036005 between the City and County of San Francisco, acting by and through the Department of Early Childhood ("DEC"), and Children's Council of San Francisco for the City's implementation of the San Francisco Citywide plan for Early Care and Education, for a three years and six months term from July 1, 2025 to December 31, 2028, and for a total not to exceed amount of $436,382,686; and authorizing DEC to enter into any amendments or other modifications to the amendment that do not materially increase the obligations or liabilities, or materially decrease the benefits to the City and are necessary or advisable to effectuate the purposes of the agreement.

WHEREAS, On December 18, 2024, the Department of Early Childhood (DEC) issued a Request for Grant Applications ("RFGA") for Access and Enrollment services by delivering subsidy administration and resource and referral services; and

WHEREAS, Children's Council of San Francisco submitted a proposal and was one of the highest ranked proposals; and

WHEREAS, DEC awarded the agreement to Children's Council of San Francisco in the amount not to exceed $436,382,686 for the period from July 1, 2025, through December 31, 2028; and

WHEREAS, and The City and County of San Francisco, by and through DEC now wishes to enter into the Grant Agreement with Children's Council of San Francisco; and

WHEREAS, Charter, Section 9.118(b), requires Board of Supervisors' approval by Resolution of any contract which, when entered into, extends over 10 years, and of any contract which, when entered into, costs the City $10,000,000 or more; and

WHEREAS, The proposed Grant Agreement contained in File No. 250968, is substantially in final form, with all material terms and conditions included, and only remains to be executed by the parties upon approval of this Resolution; now, therefore, be it

RESOLVED, That the Board of Supervisors hereby approves the Grant Agreement in substantially the form contained in File No. 250968; and, be it

FURTHER RESOLVED, That the Board of Supervisors authorizes the DEC Director or their designee to enter into any any amendments to the Grant Agreement, prior to its final execution by all parties, that DEC determines, in consultation with the City Attorney, do not materially increase the obligations or liabilities of the City or materially decrease the benefits to the City, are necessary or advisable to effectuate the purposes of the Grant Agreement, and are in compliance with all applicable laws; and,

FURTHER RESOLVED, That within 30 days of the Grant Agreement being fully executed by all parties, DEC shall submit to the Clerk of the Board of Supervisors a completely executed copy for inclusion in File No. 250968; this requirement and obligation resides with DEC and is for purposes of having a complete file only, and in no manner affects the validity of approved Grant Agreement.

Recommended:

___/s/_____

Ingrid Mezquita

Executive Director

Department of Early Childhood (DEC)

Items 6 & 7 Files 25-0968 & 25-0969	Department: Department of Early Childhood (DEC)

EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolutions would retroactively approve new contracts between the Department of Early Childhood (DEC) and (1) Children's Council of San Francisco for a not to exceed amount of $436,382,686 and three year and six-month term from July 1, 2025 to December 31, 2028 (File 25-0968); and (2) Wu Yee Children's Services for a not to exceed amount of $237,770,265 and three year and six-month term from July 1, 2025 to December 31, 2028 (File 25-0969).

Key Points

- In December 2024, the Department of Early Childhood (DEC) issued a Request for Grant Applications (RFGA) to select providers for the administration of federal, state and local childcare subsidy programs and resources and referral services in support of implementing the Citywide Plan for Early Care and Education. Children's Council and Wu Yee were the two highest-scoring respondents and were selected to receive funding.
- Under the proposed contracts, Children's Council and Wu Yee will provide the following services: (1) intake and referral for families seeking childcare, preschool, and other early care and education programs, (2) enrolling eligible families in early care and education programs, and (3) subsidy administration. Subsidies are paid directly to early care providers on behalf of families.
- Based on DEC's program monitoring for FY 2024-25, Children's Council and Wu Yee were found in compliance with the terms of the contract and there were no plans for correction. However, while Wu Yee was found to be in conformance with City standards, Children's Council was found to not yet be in conformance due to unallowable expenses. Children's Council provided a corrective action plan and will reclassify the expenses to non-city and state sources.

Fiscal Impact

- The proposed Children's Council contract has a not-to-exceed amount of $436,382,686, and the Wu Yee contract has a not-to-exceed amount of $237,770,265 (both include a ten percent contingency). Approximately 76.6 percent of expenditures over the contract term for the Children's Council are funded by City funds, and approximately 23.4 percent are funded by state and federal funds. Expenditures for the Wu Yee contract are entirely funded by City funds.

Recommendation

- Approve the proposed resolutions.

MANDATE STATEMENT

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

BACKGROUND

In December 2024, the Department of Early Childhood (DEC) issued a Request for Grant Applications (RFGA) to select providers for the administration of federal, state and local childcare subsidy programs and resources and referral services in support of implementing the Citywide Plan for Early Care and Education.[1] The proposed term in the RFGA was three and a half years from July 1, 2025 to December 31, 2028 with an option to extend through December 31, 2030. The RFGA's scope of work outlines three service areas: (1) Early Care and Education (ECE) Information and Family-Child-Program Connection, (2) Enrollment and ECE Program Reimbursement, and (3) Public Child Care Subsidies Administration and Early Learning For All System Supports. Proposers were required to apply to all three service areas. Proposals were evaluated based on program approach (50 points), organizational capacity (25 points), and budget proposal (25 points), for a total possible score of 100 points for each service area. The Children's Council of San Francisco (Children's Council) and Wu Yee Children's Services (Wu Yee) were the two highest-scoring respondents (out of three proposers) in all three service areas[2] and were selected to receive funding based on a review by a selection panel.[3]

Both organizations had provided similar services under grant agreements since 2017 (Files 17-0589 and 17-0590). In September 2022, the Board of Supervisors approved contracts with Children's Council for an amount not to exceed $364,091,448 (File 22-0801) and Wu Yee for an amount not to exceed $144,496,672 (File 22-0802). Each contract had a two-year term, from July 2022 through June 2024. In July 2024, DEC approved a first amendment to both contracts to extend the term for one year to June 30, 2025 with no change to the amount. Under the terms of the RFP, each contract could be extended for one year through June 2025.

In June 2024, DEC announced a plan to expand eligibility for childcare subsidies to families earning up to 150% of the Area Median Income (AMI). In its initial year, the tuition credit program

[1] This is the strategic plan for San Francisco's early care and education (ECE) system, which was developed in response to an ordinance passed in April 2015 that required OECE to develop and submit a plan for approval by the Board of Supervisors.

[2] Scoring for all three service areas consisted of the following (out of 100): Service Area 1 – 94 for Children's Council, 89.7 for Wu Yee, and 60.3 for Wah Mei, Service Area 2 – 85.3 for Children's Council, 70.3 for Wu Yee, and 60 for Wah Mei, and Service Area 3 – 85.3 for Wu Yee, 85 for Children's Council, and 60 for Wah Mei.

[3] The selection panels for all three service areas consisted of the following: Service Area 1 – DEC analyst, Education Director at a nonprofit, and an SFUSD program manager, Service Area 2 – DEC analyst, HSA analyst, and DEC analyst, and Service Area 3 – DEC analyst, Executive Director of San Francisco-based non-profit with children's programming, and an HSA analyst.

expended$1.5 million. At the time, families making up to 110% AMI were eligible for full tuition. DEC estimates that up to 25,000 families are now eligible for childcare subsidies.

DETAILS OF PROPOSED LEGISLATION

The proposed resolutions would retroactively approve new contracts between the Department of Early Childhood (DEC) and (1) Children's Council for a not to exceed amount of $436,382,686 and three year and six-month term from July 1, 2025 to December 31, 2028 (File 25-0968); and (2) Wu Yee for a not to exceed amount of $237,770,265 and three year and six-month term from July 1, 2025 to December 31, 2028 (File 25-0969). The proposed resolutions would also authorize DEC to make further immaterial amendments to the contracts.

According to DEC, the resolutions are retroactive primarily because of delays caused by limited staff capacity due to the hiring and contract freeze in the first half of 2025, as well as the time needed for the City Attorney's Office to conduct its review.

Services

Under the proposed contracts, Children's Council and Wu Yee will provide the following services (1) intake and referral for families seeking childcare, preschool, and other early care and education programs, (2) enrolling eligible families in early care and education programs, and (3) subsidy administration. Subsidies are paid directly to early care providers on behalf of families. Exhibit 1 below summarizes the tuition subsidy programs that are administered by Children's Council and Wu Yee.

Exhibit 1: Overview of Early Care Tuition Subsidy Programs

Local Subsidies	***Benefit***
ELFA Fully Funded Vouchers (for families up to 110% AMI)	Full tuition subsidy
ELFA Tuition Credit Vouchers (for families 111 – 150% AMI)	Partial (50%) tuition subsidy
ELFA Maximum Reimbursement Amount (MRA) Funded Vouchers (for families 0 – 150% AMI)	Provides full or partial tuition subsidy, depending on family income (see above). Local funding may also be used as gap funding for tuition subsides also funded by state/federal sources.
State/Federal Subsidies	
CalWORKs Stage 1	Full tuition subsidy for CalWORKs families (up to 24 months)
CalWORKs Stage 2	Full tuition subsidy for families transitioning off of CalWORKs Stage 1 (up to 24 months)
California Alternative Payment Program	Full tuition subsidy for families not on CalWORKs
Family and Children's Services – Federal	Federally funded tuition subsidy for children in foster care, justice involved, or receiving other welfare services
Family and Children's Services – Foster Care Bridge	Time-limited tuition subsidy to facilitate immediate placement of children entering the foster care system into a stable child care and development setting.

Source: BLA and DEC

Note: According to DEC, the ELFA voucher and ELFA Maximum Reimbursement Amount (MRA) are different mechanisms to fund childcare providers with local funding. The Maximum Reimbursement Amount is upfront funding that is given to the larger programs based on their enrollment projections and reconciled based on actual enrollments. For smaller programs, the voucher payment is based on actual enrollment.

The prior contract with Children's Council included funding for childcare workers' stipends. The stipend program continues to be funded by DEC but under a separate agreement with Children's Council focused specifically on the early care and education workforce.

Exhibit 2 below shows the estimated annual number[4] of subsidy-funded slots for each program to be administered by Children's Council and Wu Yee.

[4] Annual numbers represent the estimated average monthly enrollment. Enrollments are tracked on a monthly basis.

Exhibit 2: Estimated Annual Number of Subsidy-Funded Slots by Program

Local Subsidies

	Children's Council	Wu Yee
ELFA Fully Funded Vouchers (for families up to 110% AMI)	1300 – 1500	1300 – 1500
ELFA Tuition Credit Vouchers (for families 111 – 150% AMI)	N/A	250
ELFA Maximum Reimbursement Amount (MRA) Funded Vouchers (for families 0 – 150% AMI)	1700	N/A
State/Federal Subsidies		
CalWORKs Stage 1	900	N/A
CalWORKs Stage 2	450	N/A
California Alternative Payment Program	140	N/A
Family and Children's Services – Federal	90	N/A
Family and Children's Services – Foster Care Bridge	80	N/A

Source: DEC and Proposed Contracts

According to DEC, the number of eligible subsidy-funded slots for the proposed contracts was determined based on the level of services in FY 2024-25, ongoing enrollment trends, the number of childcare sites in San Francisco's network of eligible programs, and state/federal program provisions. DEC provided actual enrollment data for FY 2022-23, FY 2023-24, and FY 2024-25. The enrollment data is generally consistent with the enrollment targets in the proposed contracts.

Performance Monitoring

FY 2024-25 Performance

FY 2024-25 performance monitoring found the following for each of the contracts:

Children's Council: DEC staff completed program monitoring on the existing Children's Council contract for FY 2024-25 in June 2025. Based on the monitoring, Children's Council was found in compliance with the terms of the contract and there was no plan for correction. Specifically, Children's Council achieved the following service and outcome objectives, as detailed in their FY 2024-25 Contract Monitoring Report:

- In FY 2024-25, Children's Council served 1,523 new families. Of these 1,523 families, 1,261 were identified as Tier 3 (families with income levels up to 110 percent AMI and identified with specific characteristics[5]), 251 were identified as Tier 2 (families with income levels up to 110 percent AMI), and 11 as Tier 1 (higher income families with AMI greater than 110 percent and ineligible for subsidies).

[5] This includes families identifying as African American, Latino, Native American, Pacific Islanders and/or Immigrant and may be experiencing one or more of the following: being at-risk, children with special needs, experiencing domestic violence and or homeless

- Structured check-ins of families (representing 273 new referrals) receiving a subsidy at 30 and 90 days post-enrollment found that 92 percent of families reported satisfaction at 30 days and 84 percent at 90 days.[6]
- A survey conducted on childcare providers on the satisfaction with Children's Council subsidy administration services found the following: (1) 97 percent had their issues resolved, (2) 85 percent were satisfied with support, and (3) 74 percent reported improved financial stability. However, the survey response rate was 21 percent[7], which did not meet the outcome objective of 65 percent.

In addition, as reflected in Exhibit 3 below, Children's Council met the service targets for the following programs: CalWORKs Stage 2, Early Learning System (childcare subsidies, the program is now referred to as Early Learning for All, or ELFA), and Family Children's Services/Foster Care Bridge. The agency did not meet service targets for the CalWORKs Stage 1 program, California Alternative Payment Program, and the emergency backup care[8] pre-registration program. According to DEC, these programs receive referrals from HSA. According to the Children's Council contract monitoring report, the agency only pre-registered 13 families (with a service target of 350) for the backup care program because most families were uninterested despite being provided with program information and the pre-registration invitation.

Exhibit 3: Children's Council FY 2024-25 Service Objective Performance (Average Number of Monthly Enrolled Children)

Program	Target	Performance
CalWORKs Stage 1	942	915
CalWORKs Stage 2	389	417
CA Alternative Payment Program	148	136
Early Learning System (Childcare Subsidies)	1,100	1,296
Family and Children's Services/Foster Care Bridge	96	98
Mildly Ill/Emergency Backup Care Pre-Registration Program	350	13

Source: FY 2024-25 Children's Council Contract Monitoring Report

Wu Yee: DEC staff completed program monitoring on the existing Wu Yee contract for FY 2024-25 in June 2025. Based on the monitoring, Wu Yee was found in compliance with the terms of the contract and there was no plan for correction. Specifically, Wu Yee achieved the following service and outcome objectives, as detailed in their FY 2024-25 Contract Monitoring Report:

- Wu Yee's Early Learning For All (ELFA) served 2,404 children and 2,086 families and enrolled 992 new children, including 803 in the Fully Funded Tuition program and 189

[6] According to Children's Council contract monitoring report, the decrease reflects families not yet in care or not yet surveyed.

[7] According to DEC, the survey response rate was low because surveys provided to families are voluntary and families may not have the time or bandwidth to prioritize completing a survey.

[8] This provides emergency childcare services to families if their current provider is closed for planned or unplanned reasons or if the child is mildly ill.

through the Tuition Credit program. This was close meeting the service target of 1,065 children.

- A survey conducted on families receiving a subsidy 60 days after enrollment found that 95 percent of families rated the quality of care provided by their child care provider as high; 96 percent of families reported a positive overall impact on their family since enrollment; and 89 percent of families shared that both they and their provider support their child's developmental growth and school readiness extremely well or well;
- A survey conducted on childcare providers on the satisfaction with Wu Yee's subsidy administration services found the following: (1) Over 91% rated staff as providing good or excellent service; (2) Over 91% were satisfied or very satisfied with the Specialists' knowledge and their ability to address questions and concerns; (3) Over 97% stated that staff addressed their questions and concerns within 48 hours; and (4) Over 97% rated staff as providing adequate timeliness of services and accuracy of payment. Wu Yee achieved a survey response rate of 66 percent, which met the outcome objective of 65 percent.

Proposed Performance Measures

Unlike the existing contracts for both agencies which included a mix of qualitative and quantitative service and outcome objectives and survey administration requirements, the proposed contracts include only quantifiable performance measures for each service area (as previously described above) with a narrative section on successes and challenges. Program reporting on performance measures will be on a quarterly basis.

Fiscal and Compliance Monitoring

DEC conducted fiscal and compliance monitoring for Wu Yee and Children's Council contracts from May to July 2025 and found Wu Yee to be in conformance with City standards. According to the July 2025 final status letter, Children's Council was found to not yet be in conformance on the standard regarding tested expenses on invoices appear to be reasonably associated with the program budget. According to the letter, Children's Council acknowledged unallowable expenses[9], provided a corrective action plan, and will reclassify the expenses to non-city and state sources. The letter also stated that proof of revised fiscal policies, staff training and purchasing controls, as well as the submitted corrective action plan, will be assessed in next year's monitoring cycle.

FISCAL IMPACT

The proposed Children's Council contract has a not-to-exceed amount of $436,382,686, and the Wu Yee contract has a not-to-exceed amount of $237,770,265 (both include a ten percent contingency). The proposed annual budgets for both contracts generally remain flat for the three-

[9] According to DEC, staff had clarifying inquiries on $30,015 of salaries and the allocation of a number of FTEs, which resulted in Children's Council providing correct documentation to reconcile. DEC found $459.09 of unallowable expenses (such as tips/gratuities, sugary beverages, personal expenses) which Children's Council reclassified to non-city funds.

year and six-month contract period. Sources and uses of the proposed spending for both Children's Council and Wu Yee from FY 2025-26 through FY 2027-28 are summarized below.

Exhibit 4: Proposed Sources and Uses of Funds for Children's Council Contract

	FY 2025-26	FY 2026-27	FY 2027-28	Total
Sources				
Local Funds	$101,352,614	$101,309,668	$101,309,668	$303,971,950
State Funds	12,577,833	12,577,833	12,577,833	37,733,499
Federal Funds	18,335,361	18,335,361	18,335,361	55,006,083
Total Sources	**$132,265,808**	**$132,222,862**	**$132,222,862**	**$396,711,533**
Expenditures				
Salaries & Benefits	$6,405,514	$6,368,169	$6,368,169	$19,141,852
Operating Expenses	1,491,652	1,491,652	1,491,652	4,474,956
Professional Services	126,312	126,312	126,312	378,936
Indirect Cost Rate (15%)	1,203,522	1,197,920	1,197,920	3,599,362
Pass-through	123,038,809	123,038,809	123,038,809	369,116,427
Total Expenditures	**$132,265,809**	**$132,222,862**	**$132,222,862**	**$396,711,533**
Contingency (10%)				39,671,153
Not to Exceed Amount				**$436,382,686**

Source: Proposed Children's Council Contract

Exhibit 5: Proposed Sources and Uses of Funds for Wu Yee Contract

	FY 2025-26	FY 2026-27	FY 2027-28	Total
Sources				
Local Funds	$72,046,307	$72,054,239	$72,054,239	$216,154,785
Total Sources	**$72,046,307**	**$72,054,239**	**$72,054,239**	**$216,154,785**
Expenditures				
Salaries & Benefits	$2,285,083	$2,331,883	$2,331,883	$6,948,849
Operating Expenses	343,320	321,418	321,418	986,156
Professional Services	37,536	19,536	19,536	76,608
Indirect Cost Rate (15%)	399,890	400,924	400,924	1,201,738
Pass-through	68,980,478	68,980,478	68,980,478	206,941,434
Total Expenditures	**$72,046,307**	**$72,054,239**	**$72,054,239**	**$216,154,785**
Contingency (10%)				21,615,480
Not to Exceed Amount				**$237,770,265**

Source: Proposed Wu Yee Contract

The Children's Council contract funds salaries and fringe benefits for a total of 60.55 FTE program staff. The Wu Yee contract funds salaries and fringe benefits for a total of 21.58 FTE program staff. Operating expenses for each year reflect approximately one percent of the total budget for the Children's Council contract and 0.5 percent of the total budget for Wu Yee's contract and include expenses such as rent, materials/supplies, license fees/subscriptions, staff training/conferences, equipment/furniture, and other expenses.

As shown above, approximately 96 percent of the proposed budget for the Wu Yee contract and approximately 93 percent of the proposed budget for the Children's Council contract are a pass-through for subsidies and enrollment support.

Exhibit 6 below shows a breakdown of the annual estimated pass-through amounts for Children's Council and Wu Yee.

Exhibit 6: Proposed Annual Pass-through for Children's Council and Wu Yee Contracts

	Children's Council	Wu Yee	Total
Subsidies/Payments for Enrollment[10]			
State/Federal Funds			
State/Federal Enrollment Subsidies[11]	$27,067,193	-	$27,067,193
Local Funds			
ELFA Subsidy (MRA)	40,000,000	-	40,000,000
ELFA Subsidy (Fully-Funded Voucher)	45,000,000	45,000,000	90,000,000
ELFA Tuition Credit	-	23,980,478	23,980,478
ELFA Gap[12]	3,000,000	-	3,000,000
Family Fees[13]	500,000	-	500,000
Local Workorder (TIDA CYO[14])	65,000	-	65,000
Local Workorder – FCS Non-Fed[15]	898,111	-	898,111
Subtotal	*$116,530,304*	*$68,980,478*	*$185,510,782*
Access & Enrollment Support			
State/Federal Funds		-	
State/Federal CLPC Grant[16]	$167,097	-	$167,097
State Supplemental Admin Support[17]	528,408	-	528,408
Quality Block Grant (CSPP)[18]	813,000	-	813,000
Local Funds			
Program Capacity Supports[19]	5,000,000	-	5,000,000
Subtotal	*$6,508,505*	-	*$6,508,505*
Total	**$123,038,809**	**$68,980,478**	**$192,019,287**

Source: DEC

[10] This includes direct client pass-through amounts related to early care and education tuition support

[11] State/Federal programs include: CalWORKs Stage 1 and Stage 2, CA Alternative Payment Program, FCS, State Supplemental Payments (e.g., SB140)

[12] This is local funding for early childhood education programs to bridge the state reimbursement amount that programs receive when they leverage state dollars for subsidies.

[13] This covers a state-mandated fee in which families must provide a co-payment for childcare services. San Francisco pays for this fee for qualifying families.

[14] This is funded by the Treasure Island Development Agency for a Catholic Charities Treasure Island childcare program.

[15] This is a federal and state program to support families who qualify for child welfare criteria and need childcare

[16] According to DEC, this is a state grant passed through Children's Council to the San Francisco Local Child Care and Development Planning Council

[17] DEC states that state legislation mandates appropriation of this funding as part of the cost of administrative support associated with implementing and maintaining on-going provisions of the MOU with the Family Child Care (FCC) Providers United.

[18] This is a California State Preschool Programs (CSPP) state grant to help implement quality rating and improvement systems to strengthen early childhood programs

As shown above, approximately 97 percent ($186 million) of the total annual pass-through amount for both contracts ($192 million) will fund subsidies and payments directly related to early care and education tuition.

Actual expenditures on the existing contract for Wu Yee and Children's Council from FY 2022-23 to FY 2024-25 were approximately 30 percent less than the amount budgeted. According to DEC, the following factors contributed to the underspending: (1) Local programs very recently expanded and it takes time to connect with eligible families with 111 to 150 percent AMI who are not already in the City system, (2) The City was emerging from the pandemic and uptake has been gradual, and (3) program and budget parameters and provisions for some of the programs are set by the State, which can fluctuate and impact enrollment.

Sources of Funds

As shown above, approximately 76.6 percent of expenditures over the contract term for the Children's Council are funded by City funds, and approximately 23.4 percent are funded by state and federal funds. Expenditures for the Wu Yee contract are entirely funded by City funds. City funds comprise of the following for both contracts: Proposition C[20] (67 percent for Children's Council and 79 percent for Wu Yee), the Public Education Enrichment Fund – PEEF[21] (19 percent for Children's Council and 15 percent for Wu Yee), and local work orders (15 percent for Children's Council and 6 percent for Wu Yee).

RECOMMENDATION

Approve the proposed resolutions.

[19] According to DEC, this supports the administrative and operational needs of childcare providers, who apply for this funding.

[20] Proposition C, also known as "Baby Prop C," is a commercial rent tax passed by San Francisco voters in June 2018 that allocated 85 percent of revenues to early childhood education and childcare programs and 15 percent of revenues to the City's General Fund

[21] In March 2004, San Francisco voters approved Proposition H, which established the Public Education Enrichment Fund (PEEF) as a General Fund set-aside. In 2014, San Francisco voters approved Proposition C, which reauthorized PEEF through FY 2040-41.

San Francisco Department of Early Childhood

1650 Mission Street, Suite 312
San Francisco, CA 94103
www.sfdec.org

Date:	October 17, 2025
To:	San Francisco Board of Supervisors
From:	Ingrid X. Mezquita, Executive Director of the Department of Early Childhood
Subject:	File no. 250968 & 250969

This memo is regarding the Board's File no. 250968 and 250969, two resolutions requesting retroactive approval of the following Department of Early Childhood's (DEC) Access and Enrollment Grant contracts to implement the San Francisco Citywide Plan for Early Care and Education:

- Children's Council of San Francisco (Contract ID 1000036005) for $436,382,686
- Wu Yee Children's Services (Contract ID 1000036193) for $237,770,265

These two agencies were selected through a Request for Grant Application (RFGA) process to administer the City and County of San Francisco's childcare subsidy program and resources and referral services. The following services will be provided:

- Intake and referral for families seeking childcare, preschool, and other early care and education programs.
- Enrolling eligible families in early care and education programs.
- Subsidy administration where subsidies are paid directly to providers on behalf of families.

Children's Council and Wu Yee will be managing federal, state and local funds for this program. The term will be from 7/1/2025 to 12/31/2028 for both contracts.

The Department of Early Childhood (DEC) respectfully requests retroactive approval of these two contracts so that there are no further delays in releasing childcare subsidy payments to families. Due to limited staff capacity throughout the procurement process, these two resolutions were introduced subsequent to the contract's July 1 start date and therefore required the retroactivity language. Children's Council and Wu Yee have not yet received any funds for this grant award. Pending approval, the Department of Early Childhood will disburse funds to Children's Council and Wu Yee.

GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO

and

CHILDREN'S COUNCIL OF SAN FRANCISCO
GRANT AGREEMENT ID #1000036005

THIS GRANT AGREEMENT ("Agreement") is made as of **JULY 1, 2025**, 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, Grantee has applied to the Department for an Access and Enrollment grant to fund the matters set forth in a grant plan; and summarized briefly as follows:

Provide citywide early care and education access and enrollment program services; and

WHEREAS, the City's Board of Supervisors approved this Agreement by Resolution No. XXX-XX on MMMM, DD, YYYY; 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 have the meaning set forth in Appendix B.

(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.

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 **JULY 1, 2025** and expire on **DECEMBER 31, 2028**, 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 Qualified Personnel. The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.

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 **THREE HUNDRED NINETY SIX MILLION SEVEN HUNDRED ELEVEN THOUSAND FIVE HUNDRED THIRTY THREE** Dollars ($**396,711,533**) in the period from **July 1, 2025** to **December 31, 2028** plus any Contingency Funds authorized and certified by the Department.

In no event shall the amount of Grant Contingency Funds disbursed hereunder exceed **THIRTY NINE MILLION SIX HUNDRED SEVENTY ONE THOUSAND ONE HUNDRED FIFTY THREE** Dollars ($**39,671,153**) in the period from **July 1, 2025** to **December 31, 2028**, pending availability of funding and subject to authorization and certification by the Department.

The maximum amount of Grant Funds and Contingency Funds disbursed hereunder exceed **FOUR HUNDRED THIRTY SIX MILLION THREE HUNDRED EIGHTY TWO THOUSAND SIX HUNDRED EIGHTY SIX** Dollars ($**436,382,686**) in the period from **July 1, 2025** to **December 31, 2028**.

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.

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 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**.

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 scheduled amounts consistent with the Department's advance payment policy and approved by the Department during each 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 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 Agreement 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 antispam 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.

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

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

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

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

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

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

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

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

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

10.9 Worker's Compensation. The Workers' Compensation policy(ies) 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.

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 St, Ste 312 San Francisco, CA 94103 Attn: Armando Zapote Email: armando.zapote@sfgov.org
If to Grantee:	Children's Council Of San Francisco 445 Church Street San Francisco, CA 94114 Attn: April Homan Email: ahoman@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 Requirements.

(a) Grantee shall comply with the provisions of San Francisco Labor and Employment Code Articles 131 and 132. Grantee shall incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and 132.3 of the San Francisco Labor and Employment Code and shall require all subcontractors to comply with such provisions. Grantee is subject to the enforcement and penalty provisions in Articles 131 and 132.

(b) **Nondiscrimination in the Provision of Employee Benefits.** San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. 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, on real property owned by San Francisco, or where work is being performed for City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and

employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Labor and Employment Code Article 131.2.

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. Minimum Compensation Ordinance. Labor and Employment Code Article 111 applies to this Agreement. Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at http://sfgov.org/olse/mco. Grantee is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Article 111.

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) Grantee agrees to comply fully with and be bound by all of the provisions of Article 142, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Labor and Employment Code ("Article 142"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Article 142 are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of Article 142 is available on the web at http://sfgov.org/olse/fco. Grantee is required to comply with all of the applicable provisions of Article 142, 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 Article 142.

(b) The requirements of Article 142 shall only apply to a Grantee's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, 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. Article 142 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 regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.

(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 subcontractors/subgrantees/subrecipients 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 subcontractors/subgrantees/subrecipients 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 of Early Childhood 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.
Section 6.4 Financial Statements.
Section 6.5 Books and Records.
Section 6.6 Inspection and Audit.
Section 6.7 Submitting False Claims; Monetary Penalties
Article 7 Taxes
Article 8 Representations and Warranties

Article 9 Indemnification and General Liability
Section 10.4 Required Post-Expiration Coverage.
Article 12 Disclosure of Information and Documents
Section 13.4 Grantee Retains Responsibility.
Section 14.3 Consequences of Recharacterization.
This Article 17 Miscellaneous

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

By:

Ingrid X. Mezquita
Executive Director
Department of Early Childhood

Approved as to Form:

David Chiu
City Attorney

By:

Valerie J. Lopez
Deputy City Attorney

GRANTEE

CHILDREN'S COUNCIL OF SAN FRANCISCO

By:

Barbara Carlson
Chief Executive Director

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

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 is 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 including 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/gratuity.
- 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 listed in the scope of work, accompanied by performance measures and budget documents described in, or attached as, Appendix B.

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, for clients 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 or First 5 California.

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.

Scope of Work

This grant prioritizes a family-centric approach to enhance access to high-quality, affordable early learning experiences tailored to the diverse needs of children and their families. By merging various locally funded early learning initiatives into the comprehensive Early Learning for All (ELFA) program, the Department aims to support low-income and middle-class families.

The following description outlines the key program elements and services to be delivered. The Access and Enrollment scope of work and performance measures establishes the activities and outcomes desired by the following **three Service Areas**:

Service Area 1: ECE Information and Family-Child-Program Connection. San Francisco families have reliable access to ECE information and programs, including vacancies, to enable their choices when selecting early learning programming. They also receive timely ECE information to facilitate program connections that provide "best fit" ECE referrals based on family needs and preferences, including language, child's age, and location. Grantee will provide families with information regarding Early Childhood Education (ECE) programs, including vacancies and referrals.

Service Area 2: Enrollment and ECE Program Reimbursement. When enrolling their children in quality ECE programs, San Francisco families will have access to information about enrollment financial support. The grantee will enroll children into DEC-qualified ECE programs and provide for program service reimbursement.

Because of the multiple funding sources (local, state and federal), family income eligibility depends on which source of funds are being applied to the child care subsidy. However, the following factors provide consistency for eligibility: child's age (under 5 for local programs and up to 12 for state programs) and residency in San Francisco. Below are the approximate number of eligible children to be served by certain funding sources:

- CalWORKs Stage 1: 900 children
- CalWORKs Stage 2: 450 children
- California Alternative Payment Program: 140 children

- Early Learning For All (ELFA):
    - ELFA Fully Funded Vouchers: 3000 children
    - ELFA Tuition Credit Vouchers: 250 children
    - ELFA MRA Funded: 1700 children
- Family and Children's Services: 90 children
    - Foster Care Bridge: 80 children

Service Area 3: Public Child Care Subsidies Administration and Early Learning For All System Supports. Administrative innovation and all public resources are leveraged to support a system of enrollment and payment mechanisms that enable DEC-funded programs or initiatives to receive timely reimbursement. This includes administering state-funded programs, such as CalWORKs and the California Alternative Payment Program, as well as other programming with source funds from the California Department of Education, the Department of Social Services, or any other state department that funds child care subsidies. The Grantee will provide subsidy administration and systems support, establishing efficient enrollment mechanisms and timely reimbursement. This support includes Systems-Processes Quality Assurance and Reporting, Data Tracking and Reporting, as well as access and enrollment technical assistance and additional support to early care and education providers.

This program emphasizes the importance of cultural responsiveness and the need to guide parents through complex systems of enrollment and funding. With substantial investments in the early care and education workforce and efforts to expand facility capacity for infants and toddlers, this grant seeks to connect families with community resources that ensure free or affordable early care and education, fostering a supportive environment for all children.

Target Population

Target populations encompass families associated with publicly funded care and education initiatives, defined in accordance with funding agencies such as The California Department of Social Services and the California Department of Education. Both agencies serve low-income families and at-risk children with active CPS or Foster Care cases. Certain programs are mandated to serve children from birth through 12 years of age. Reimbursement rates for Early Learning for All (ELFA) are available to ELFA-qualified programs and are contingent upon the availability of funding.

Following the identification and connection processes in Service Area 1, Service Area 2 focuses on supporting enrollment and funding for the priority population. In addition to identifying and enrolling families based on their early care and education preferences, continuous enrollment management and leveraging public funds that mitigate costs for families are essential throughout a child's early years. Utilizing public financing for early childhood education (ECE) services through federal, state, and local programs, families should have maximized access to early learning programs tailored to their needs. Children enrolled in ELFA, the city-funded early care and education program, are prioritized based on their families' income eligibility, which includes those at or below 110% of the Area Median Income as established by the California Department of Education, followed by middle-income families with incomes between 111% and 150% of the Area Median Income.*

Program Objectives

Service Area 1

A. Effective enrollment designs that focus on accurate and timely tracking of program capacity (per the state's Child care Licensing requirements), real-time vacancies, a timely enrollment process, predictable advanced payments for child enrollments, detailed per-child payment information, up-to-

date enrollment, and payment policies that are available in the program's preferred language, and programs not being assigned to more than two (2) points of contact.

B. Responses to families initiating their child care search are at most 24 hours after initial contact. Initial contact is considered when a family is selected from the eligibility system Early Learning for All (ELFA), receiving a referral and authorization, or any other alternative DEC referral method, such as direct or two-way referrals. Upon completing Service Area 1 service, families and programs experience a seamless and timely transition into Service Area 2, minimizing additional points of contact, delays, restarting the family's process, or information-gathering data.

C. Families will be supported from beginning to end with up to two (2) points of contact. To accommodate family communication preferences, services are available in person, over the telephone, or via email Monday through Friday from 8:00 a.m. to 6:00 p.m. Weekdays and weekend service hours are also available. Unless approved by DEC, hours of operation must be widely advertised, communicated, and maintained without change.

D. Upon first contact with the family, an assessment will determine where the family is regarding their understanding of the different types of licensed early childhood education settings, e.g., centers and family child care homes. There is a plan that assists the family, including providing specialized guidance and resources to families with children with disabilities to help families better understand the child care system in San Francisco and to prepare them to find inclusive ECE programs that meet their child's unique needs.

E. Families will receive information that supports their choice for ECE programming, including curriculum, environment, staff qualifications, linguistic assistance, child-to-caregiver ratio, and safety standards, and families will also get personalized guidance on how to choose high-quality child care that aligns with their specific needs, circumstances which best fit for their family situation.

F. Families from diverse ethnic backgrounds and those with limited English proficiency will receive personalized services to ensure equitable access to ECE programs and resources.

G. When applicable, out-of-county referrals are coordinated with the respective out-of-county agencies.

H. Families are guided and assisted in making a quality program-family connection. The program-family connection will focus on facilitating conversations as needed between the parent and the program to assess and determine whether the ECE program meets the family's needs; these conversations and connections focus on supporting and enhancing the child's developmental needs.

I. Families served by the San Francisco Human Services Agency will receive co-location support in the client's primary language, which, at a minimum, includes English, Spanish, Chinese, Vietnamese, Filipino and Russian. Eligible families will receive assistance in preregistering with the Emergency Back Up and Mildly Ill initiative. SFHSA refers families and connects them with the Family Service Agency.

J. Eligible families linked to Family and Children Services in and out of the County will be placed on their local child care waiting list for inter-county transfer consideration and connected with local Early Head Start/Head Start (EHS/HS) programs as needed.

K. All Families will receive information regarding ECE financial assistance and options, emphasizing the importance of quality early care. Screening for eligibility to other local/state/federal ECE programs will be conducted to attempt to use those funds first to support families whenever possible.

L. The delivery of services for an individual family, including providing ECE information and program connection, does not exceed five (5) working days. Situations involving or needing more than the maximum time to complete this process are documented and reviewed with the funder monthly.

Service Area 2

A. A service delivery logic model or theory of change can be used to clearly articulate how the organization views, plans, anticipates, and executes service delivery and achieves service outcomes.

B. All federal, state, and local program requirements, policies, and laws related to administering enrollments, payments, and reporting are followed, including confidentiality requirements; however, state law permits the sharing of information for administration between authorized agencies.

C. Families and ECE programs receive clear, regularly updated information and guidance in their preferred language regarding program and payment policies and procedures.

D. Families experience a seamless and timely enrollment in an ELFA-qualified program of their preference. During the enrollment process, families and programs will have no more than two (2) points of contact.

E. Families enroll in ECE programs using the appropriate funding source without burdening families or their enrollment site with navigating the complexities of funding.

F. Families eligible for state-funded programs will transition between stages and/or state funding seamlessly and timely, and systems in place to make this transition will support families and avoid burdening them and programs.

G. Families eligible for Federal/state-funded programs will be enrolled with the highest priority in or out of the County, as program regulations and DEC enrollment priorities require.

H. As required by law, families eligible for state-funded programs will be supported in seamlessly continuing enrollment beyond age 5, according to the federal and state guidelines.

I. Families enrolled in state-funded programs who change eligibility and become ineligible to continue with state funding will transition to a locally funded ELFA enrollment that best fits their family's eligibility and needs until the child reaches age 5.

J. Families from the highest priority group, unhoused families linked to Child Protective Services, are enrolled seamlessly and in timely coordination with the referring agencies.

K. DEC-validated licensed programs' capacity and vacancy information are tracked and considered before and when enrollments are executed.

L. ECE programs that are not MRA funded will receive an advance monthly payment for services within the first five (5) working days at the beginning of each month of enrollment with a consistent schedule to allow ECE programs to plan for and pay for program expenses.

M. Accurate accounting of enrollment, advance reconciliation, attendance, and enrollment activities are tracked and reported monthly to DEC.

N. Whenever possible, priority is given to applying for and distributing Federal and state funding before local funding to serve SF resident families according to federal, state, and local eligibility guidelines.

O. ECE programs will receive enrollment certificates and notice of any adverse funding changes with reasonable advanced notice of one (1) month.

P. ECE programs will receive detailed payment invoices that include the month of service, by child paid information, child's age group, period covered, amount received, adjustments, funding source, the amount paid by DEC, and any other payment information needed to help programs reconcile their budgets. Individualized meetings with ECE programs that require additional follow-up are available in person or virtually and are arranged within three (3) days of the request being made.

Q. ELFA programs and, where applicable, non-ELFA providers, such as CalWORKs exempt providers, attend regularly scheduled onboarding orientation and information sessions to learn about the

enrollment and payment process, including the issuance of enrollment certificates, payments, and the Trust Line application as applicable.

R. ECE programs serving a specific target population, such as the FCS-Bridge Program, receive Trauma-Informed Training at least two times per fiscal year. Training modules follow local and state research-based best practices and are delivered in multiple languages according to the needs of the ECE educators. ECE programs have an updated list of points of contact for troubleshooting enrollment, payment, and/or administrative issues. They can reach leadership levels to help resolve enrollment and payment issues in a timely manner.

Department of Early Childhood Access & Enrollment
Performance Measures Form
Grantee: CHILDREN'S COUNCIL OF SAN FRANCISCO

Service Area 1: ECE Information and Family-Child-Program Connection. San Francisco families have reliable access to ECE information and programs, including vacancies, to enable their choices when selecting early learning programming. They also receive timely ECE information to facilitate program connections that provide "best fit" ECE referrals based on family needs and preferences, including language, child's age, and location.

1	Performance Measures	Q1	Q2	Q3	Q4	Annual
1.1	Number of unduplicated families who engaged with the information and referral services	740	1480	2220	2960	7400
1.2	Number of unduplicated child care referrals provided to families.	3700	7400	11100	14800	37000
1.3	Number of number of points of contact for each family with ELFA participating program/ agencies	5920	5920	5920	5920	23680
1.4	Number of times unduplicated families were contacted within 24 hours after first contact including the number of unduplicated child care referrals provide to each family.	740	1480	2220	2960	7400
1.5	Number of unduplicated families who engage with DEC-ECE enrollment tools (ELSF)	740	1480	2220	2960	7400
1.6	Number of unduplicated eligible families waiting for services in DEC-ECE enrollment tool (ELSF) by child's age, program preference, family's income and SF zip code.	750	750	750	750	3000
1.7	Number of unduplicated families who engage with DEC-ECE enrollment tools using two-way referral enrollment.	74	148	222	296	740
1.8	Number of unduplicated families connected with a program and enrolled in an ELFA-qualified program within 5 days of referrals.	740	1480	2220	2960	7400

Service Area 2: Enrollment and ECE Program Reimbursement. San Francisco families will have access to information about enrollment and financial support when enrolling their children in quality ECE programs.

2	Performance Measures	Q1	Q2	Q3	Q4	Annual
2.1	Number of children enrolled in ELFA qualified program with an ELFA Voucher, categorized by family SMI income level, child's age group, by site.	325	650	975	1300	3250
2.2	Number of children enrolled with CalWORKs Stage 1 Voucher in an ELFA qualified program based on child's age group and by site-level.	225	450	675	900	2250
2.3	Number of children enrolled with CalWORKs Stage 2 Voucher in an ELFA qualified program based on child's age group by site-level.	112	225	337	450	1124
2.4	Number of children enrolled with CAPP Voucher in an ELFA qualified program based on child's age group by site-level.	35	70	105	140	350
2.5	Number of children enrolled with FCS Federal and Non-Federal Voucher in an ELFA qualified program based on child's age group by site-level.	23	45	68	90	226
2.6	Number of children enrolled with FCS Bridge Voucher in an ELFA qualified program based on child's age group by site-level.	20	40	60	80	200
2.7	Number of unduplicated families able to enroll in their first choice	740	1480	2220	2960	7400
2.8	Number of enrollments and number of days between initial application and enrollment.	740	1480	2220	2960	7400
2.9	Number of unduplicated families connected with a program and enrolled in an ELFA qualified program.	740	1480	2220	2960	7400
2.1	Number of active and unduplicated enrollments at ELFA participating programs compared to the DEC-ELFA network capacity.	740	1480	2220	2960	7400
2.11	Number of active enrollments at non-ELFA participating programs	74	148	222	296	740

2.12	Number of active unduplicated enrollment in a license exempt program (for CalWORKs and State funded vouchers)	800	800	800	800	3200
2.13	Number of unduplicated enrollments by type of language served.	740	1480	2220	2960	7400
2.14	Number of unduplicated enrollments by funding type that transitioned to state funded vouchers for before-after school services after child reaches age 5.	25	50	75	100	250

Service Area 3: Children's Council provides public child care subsidies administration and Early Learning For All System Supports by streamlining administrative processes and leveraging public resources to establish efficient enrollment and payment mechanisms, ensuring DEC-funded programs and initiatives receive timely reimbursements.

3	Performance Measures	Q1 (SEPT)	Q2 (DEC)	Q3 (MAR)	Q4 (June 15)	
3.1	Number of unduplicated enrollments by funding source distributed for eligible families' access to early childhood education programs.	740	1480	2220	2960	7400
3.2	Number of enrollment types within the DEC network (FCC/Centers), categorized by the specific child's age group, and funding source for each enrollment.	74	148	222	296	740
3.3	Percentage of service payments issued to programs within the first five business days of each month.	740	1480	2220	2960	7400
3.4	Percentage of service payments issued to programs exceeding the first five business days of each month.	75%	50%	25%	0%	
3.5	Number of families who interact with ELFA-participating programs and demographic characteristics (e.g., race/ethnicity, income level, primary language) to those who enroll.	740	1480	2220	2960	7400
3.6	Percentage of vacancy information and enrollment data reported and updated within the DEC-ECE enrollment tools (e.g., daily, weekly, monthly, annually).	25%	50%	75%	100%	
3.7	Number of in-person A&E Program alignment and planning meetings attended by agency Leadership within the A&E Grant.	3	3	3	3	12
3.8	Number of monthly comprehensive reports on child care actual enrollment, payments, and projections. These reports detail funding sources, program name, internal program code, annual contract value, administrative costs, and other information as required by DEC.	3	3	3	3	12

Estimated 3-Year Budget

Revenues	FY26	FY27	FY28
Federal	$18,335,361	$18,335,361	$18,335,361
State	$12,577,833	$12,577,833	$12,577,833
Local	$101,352,614	$101,309,668	$101,309,668
Total Revenues	**$132,265,808**	**$132,222,862**	**$132,222,862**

Expenditures	FY26	FY27	FY28
Salaries & Benefits			
Access & Enrollment Operations staff	$1,974,845	$1,974,845	$1,974,845
Program staff	$3,460,858	$3,423,514	$3,423,514
Data & Evaluation staff	$225,573	$225,573	$225,573
Communications staff	$204,039	$204,039	$204,039
Administration (Fiscal/General Ops) staff	$540,198	$540,198	$540,198
Operating			
Facilities/Occupancy	$739,668	$739,668	$739,668
Materials/Supplies	$189,308	$189,308	$189,308
Equipment/Furniture	$44,123	$44,123	$44,123
Staff Training/Conferences	$28,724	$28,724	$28,724
Transportation/Travel	$100	$100	$100
Temporary Staffing/Support	$40,400	$40,400	$40,400
License Fees/Subscriptions	$367,175	$367,175	$367,175
Other Expenses (Banking fees)	$82,155	$82,155	$82,155
Professional Services			
Consultants	$126,312	$126,312	$126,312
Indirect (15% of direct expenses)	$1,203,522	$1,197,920	$1,197,920
Passthrough (no indirect)			
Enrollment/subsidies	$123,038,809	$123,038,809	$123,038,809
Total Expenditures	**$132,265,808**	**$132,222,862**	**$132,222,862**

Appendix C--Form of Funding Request

Grantee will use the Department's online contract management system or subsequent systems 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 the Department's online contract management system or subsequent systems.

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 in Appendix A and/or approved by the Department's program staff.

(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
San Francisco Department of Early Childhood	07/01/2024 – 06/30/2026	$639,467
San Francisco Department of Early Childhood	07/01/2024 – 06/30/2026	$177,289
San Francisco Department of Early Childhood	07/01/2025 – 06/30/2026 (pending)	$600,000
San Francisco Department of Early Childhood	07/01/2024 – 06/30/2027	$185,000
San Francisco Department of Early Childhood	07/01/2023 – 06/30/2026	$300,000
San Francisco Department of Early Childhood	07/01/2025 – 06/30/2026	$51,880,000
San Francisco Office of Economic and Workforce Development	07/01/2025 – 06/30/2026	$55,000
San Francisco Human Rights Commission	Pending	$425,000

Appendix E--Permitted Subgrantees

- Licensed child care program and/or sites (see the Department's website for the most up-to-date list, https://sfdec.org/early-learning-for-all/early-learning-programs/ - there are over 500 qualified programs)
- San Francisco Child Care Planning & Advisory Council
- Catholic Charities – Treasure Island Development Agency

Appendix F – Department of Early Childhood 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 information presented in the program reports should highlight the activities that have occurred in the most recent reporting period. The report for the last quarter should include a summary and evaluation of 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. For those receiving federal funds, the Grantee may need to provide a single audit report.

Program reports should be submitted via the Department's online contract management system or subsequent systems one month after the end of each quarter or at a frequency approved by the Department.

Program Reporting

Typically, program reporting will be completed on a quarterly basis, but in some instances less frequent reporting cycles may be appropriate. Please check with the Department program and/or fiscal staff on what is required.

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

For each service area and performance measure, put in the actual metrics achieved in comparison to the expected target; provide a description that highlights any additional information about the achievement of that target and document accomplishments with data where appropriate.

Utilize comments sections to describe circumstances that have contributed toward or hampered the program's ability to meet performance measure targets. If planned activities and outputs are not being achieved, describe corrective actions that will be taken to achieve the objectives of the grant.

Utilize the successes and challenges narrative to describe the overall impact or benefit of the activities produced with the grant funds. Describe the method used to assess the impact or benefit. Describe any challenges or barriers that are affecting the delivery of planned activities and influencing the intended impact of the program or project.

Upon request, provide copies of materials that publicized grant activities or otherwise demonstrate performance of grant activities. Describe how these materials were used.

Upon request, provide hard copies of program outreach materials or reports/analysis that would enhance understanding of program activities to the lead DEC Program Officer of the grant.

Armando Zapote
Department of Early Childhood (DEC)
1650 Mission St, Ste 312
San Francisco, CA 94103

Other Optional Program Activity Report

In addition to the quarterly program reports, the Department may request annual, final, or grant closeout evaluation reports. These reports may include the following:

- Findings of your evaluation activities, including lessons learned in the performance of the grant activities.
- Immediate and long-term impacts the grant activities had on the issue being addressed by the grant objectives.
- Lessons learned, adaptations, and changes you would make in addressing this issue in future activities or efforts, including how these lessons will be incorporated into activities within your agency and, if appropriate, shared with other San Francisco agencies. 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 (invoices) 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 program activities. If requested, Grantees must produce backup documentation.

Grantees must also submit an annual audit report to the Department. If the Grantee is not required to conduct an agency audit, then unaudited financial statements should be submitted. For Grantee receiving federal funding from the Department that is over a certain threshold, then they must submit a single audit report. Please check with the Department fiscal staff on what is required.

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 Department staff or other assigned City 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 6.9 Compliance with Monitoring
- Section 6.10 Online Requirements
- Appendix A Definition of Eligible Expenses
- Appendix B Definition of Grant Plan
- Appendix F Department of Early Childhood Reporting Instructions

II. Grant Components:

The City as the pass-through agency is responsible for identifying and providing to the subrecipient the federal award information listed below when available.

(1) Federal Award Identification.

(i) Subrecipient name: Children's Council of San Francisco

(ii) Subrecipient's unique entity identifier: FTMKGYA9FNA3

(iii) Federal Award Identification Number (FAIN): NA (state pass-through)

(iv) Federal Award Date (see §200.39 Federal award date): NA (state pass-through)

(v) Subaward Period of Performance Start and End Date: annual fiscal year (July 1 – June 30)

(vi) Amount of Federal Funds Obligated by this action: estimated $18,335,361

(vii) Total Amount of Federal Funds Obligated to the subrecipient: estimated $18,335,361

(viii) Total Amount of the Federal Award: estimated $18,335,361

(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): NA (state pass-through)

(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official: California Department of Social Services

(xi) Assistance Listing (AL) Number, formerly known as the Catalog of Federal Domestic Assistance (CFDA) Number, and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the AL number at time of disbursement: 93.575 (maybe updated during each fiscal year)

(xii) Identification of whether the award is R&D: Not R&D

(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs): uses federal de minimis when applicable

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.

SF Board of Supervisors Budget & Finance Committee

October 15, 2025

San Francisco Department of Early Childhood

File 250968
Children's Council
of San Fransico

File 250969
Wu Yee Children's Services

Contract Overview & Rationale

Purpose & Scope

Administer comprehensive early learning access, enrollment, and subsidy management services serving San Francisco families from birth through age 12 (emphasis birth to five).

Three Integrated Service Areas

- **ECE Information & Family-Child-Program Connection:** Reliable access to ECE information, vacancies, and "best fit" referrals
- **Enrollment & ECE Program Reimbursement:** Seamless enrollment into DEC-qualified programs with timely reimbursement
- **Public Child Care Subsidies Administration:** Efficient enrollment mechanisms, timely payments, and system supports

Performance Metrics & Accountability

Target Population

- **Tier 1 (Priority):** Low-income families ≤110% AMI, CalWORKs-eligible, CPS/Foster Care cases
- **Tier 2:** Middle-income families 111-150% AMI
- **Age Range:** Birth through age 12 (emphasis on birth-5)

Service Area 1: Access & Connection

- 7,400 families engaged with information and referral services
- 37,000 child care referrals provided
- 24-hour response time to all inquiries
- 5-day maximum service completion time

Performance Metrics & Accountability

Service Area 2: Enrollment & Reimbursement

- 3,250 ELFA voucher enrollments
- 2,250 CalWORKs Stage 1 enrollments
- 1,124 CalWORKs Stage 2 enrollments

Service Area 3: Systems & Subsidies

- 75% payment rate in Month 1 (ramping to higher percentages)
- 100% vacancy tracking by Q4 (daily updates)
- 12 alignment meetings/year with agency leadership
- Monthly comprehensive reporting (enrollment, payments, projections)

Performance Metrics & Accountability

Quality Standards

- Maximum 2 points of contact per family/provider
- Real-time vacancy tracking validated by DEC
- Trauma-informed training 2x/year for targeted programs

Accountability Framework

- Quarterly performance reviews with DEC leadership
- Real-time data dashboards for enrollment and payment tracking
- Annual fiscal and compliance monitoring
- Corrective action plans within 30 days for underperformance

Key Performance Indicators

- Over 20,000 children and their families are served annually with DEC's Early Learning for All programming and services.
- Every local dollar maximized leveraging federal/state match funding
- 545 Early Learning for All providers through a mixed delivery system of licensed Center-based and Family Child Care programs.

Appendix

FAMILY AND PROGRAM JOURNEY

Exploring, Learning., Connecting, Enrolling and Supporting

Families seek Early Care information

Child development focused approaches and tools are used to explore family's ECE readiness as a starting point in working with A&E Families.

Families connect with programs and select the "best fit" for their child

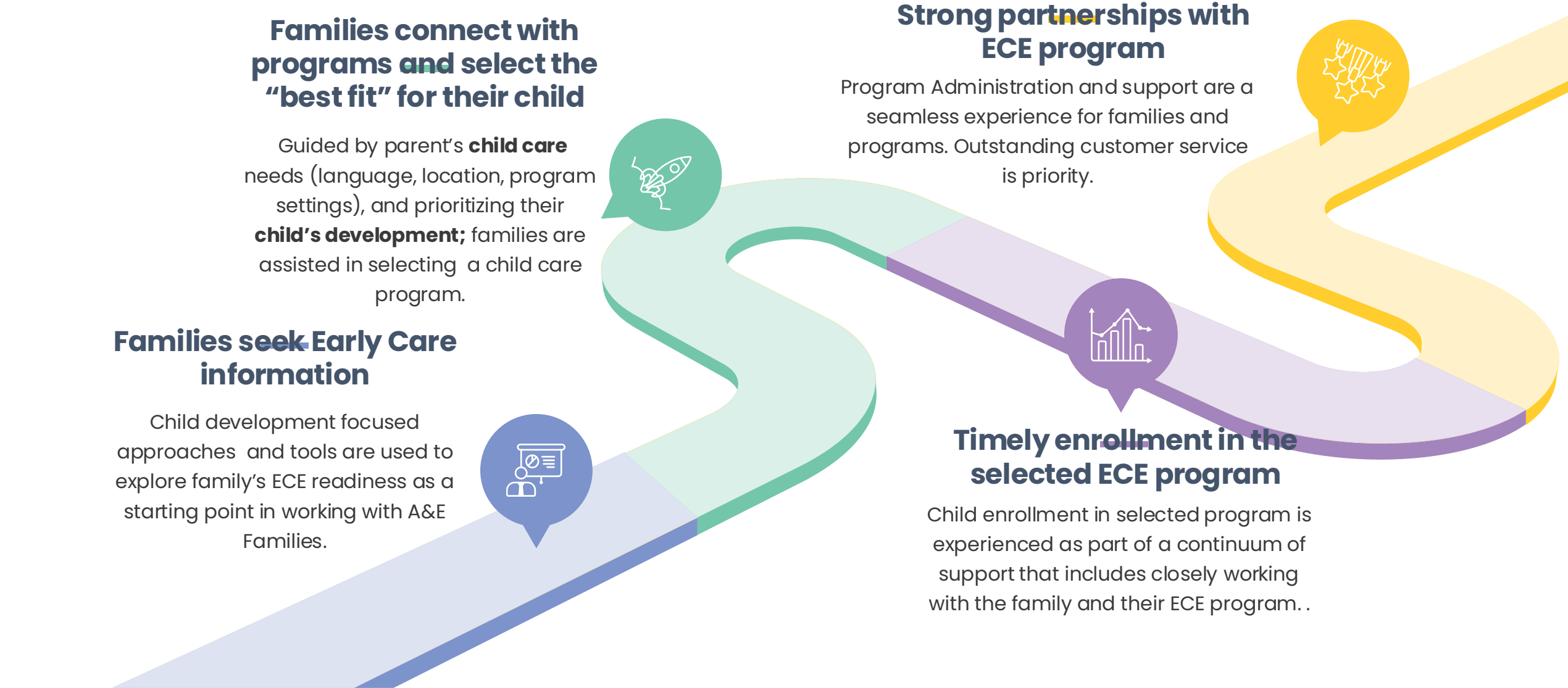
Guided by parent's **child care** needs (language, location, program settings), and prioritizing their **child's development;** families are assisted in selecting a child care program.

Timely enrollment in the selected ECE program

Child enrollment in selected program is experienced as part of a continuum of support that includes closely working with the family and their ECE program. .

Strong partnerships with ECE program

Program Administration and support are a seamless experience for families and programs. Outstanding customer service is priority.



Appendix B – Grant Plan

The term "Grant Plan" shall mean the activities listed in the scope of work, accompanied by performance measures and budget documents described in, or attached as, Appendix B.

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, for clients 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 or First 5 California.

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.

Scope of Work

This grant prioritizes a family-centric approach to enhance access to high-quality, affordable early learning experiences tailored to the diverse needs of children and their families. By merging various locally funded early learning initiatives into the comprehensive Early Learning for All (ELFA) program, the Department aims to support low-income and middle-class families.

The following description outlines the key program elements and services to be delivered. The Access and Enrollment scope of work and performance measures establishes the activities and outcomes desired by the following **three Service Areas**:

Service Area 1: ECE Information and Family-Child-Program Connection. San Francisco families have reliable access to ECE information and programs, including vacancies, to enable their choices when selecting early learning programming. They also receive timely ECE information to facilitate program connections that provide "best fit" ECE referrals based on family needs and preferences, including language, child's age, and location. Grantee will provide families with information regarding Early Childhood Education (ECE) programs, including vacancies and referrals.

Service Area 2: Enrollment and ECE Program Reimbursement. When enrolling their children in quality ECE programs, San Francisco families will have access to information about enrollment financial support. The grantee will enroll children into DEC-qualified ECE programs and provide for program service reimbursement.

Service Area 3: Public Child Care Subsidies Administration and Early Learning For All System Supports. Administrative innovation and all public resources are leveraged to support a system of enrollment and payment mechanisms that enable DEC-funded programs or initiatives to receive timely reimbursement. This includes administering state-funded programs, such as CalWORKs and the California Alternative Payment Program, as well as other programming with source funds from the California Department of Education, the Department of Social Services, or any other state department that funds child care subsidies. The Grantee will provide subsidy administration and systems support, establishing efficient enrollment mechanisms and timely reimbursement. This support includes Systems-Processes Quality Assurance and Reporting, Data Tracking and Reporting, as well as access and enrollment technical assistance and additional support to early care and education providers.

This program emphasizes the importance of cultural responsiveness and the need to guide parents through complex systems of enrollment and funding. With substantial investments in the early care and education workforce and efforts to expand facility capacity for infants and toddlers, this grant seeks to connect families with community resources that ensure free or affordable early care and education, fostering a supportive environment for all children.

Target Population

Target populations encompass families associated with publicly funded care and education initiatives, defined in accordance with funding agencies such as The California Department of Social Services and the California Department of Education. Both agencies serve low-income families and at-risk children with active CPS or Foster Care cases. Certain programs are mandated to serve children from birth through 12 years of age. Reimbursement rates for Early Learning for All (ELFA) are available to ELFA-qualified programs and are contingent upon the availability of funding.

Following the identification and connection processes in Service Area 1, Service Area 2 focuses on supporting enrollment and funding for the priority population. In addition to identifying and enrolling families based on their early care and education preferences, continuous enrollment management and leveraging public funds that mitigate costs for families are essential throughout a child's early years. Utilizing public financing for early childhood education (ECE) services through federal, state, and local programs, families should have maximized access to early learning programs tailored to their needs. Children enrolled in ELFA, the city-funded early care and education program, are prioritized based on their families' income eligibility, which includes those at or below 110% of the Area Median Income as established by the California Department of Education, followed by middle-income families with incomes between 111% and 150% of the Area Median Income.*

Program Objectives

Service Area 1

A. Effective enrollment designs that focus on accurate and timely tracking of program capacity (per the state's Child care Licensing requirements), real-time vacancies, a timely enrollment process, predictable advanced payments for child enrollments, detailed per-child payment information, up-to-date enrollment, and payment policies that are available in the program's preferred language, and programs not being assigned to more than two (2) points of contact.

B. Responses to families initiating their child care search are at most 24 hours after initial contact. Initial contact is considered when a family is selected from the eligibility system Early Learning for All (ELFA), receiving a referral and authorization, or any other alternative DEC referral method, such as direct or two-way referrals. Upon completing Service Area 1 service, families and programs experience a seamless and timely transition into Service Area 2, minimizing additional points of contact, delays, restarting the family's process, or information-gathering data.

C. Families will be supported from beginning to end with up to two (2) points of contact. To accommodate family communication preferences, services are available in person, over the telephone, or via email Monday through Friday from 8:00 a.m. to 6:00 p.m. Weekdays and weekend service hours are also available. Unless approved by DEC, hours of operation must be widely advertised, communicated, and maintained without change.

D. Upon first contact with the family, an assessment will determine where the family is regarding their understanding of the different types of licensed early childhood education settings, e.g., centers and family child care homes. There is a plan that assists the family, including providing specialized

guidance and resources to families with children with disabilities to help families better understand the child care system in San Francisco and to prepare them to find inclusive ECE programs that meet their child's unique needs.

E. Families will receive information that supports their choice for ECE programming, including curriculum, environment, staff qualifications, linguistic assistance, child-to-caregiver ratio, and safety standards, and families will also get personalized guidance on how to choose high-quality child care that aligns with their specific needs, circumstances which best fit for their family situation.

F. Families from diverse ethnic backgrounds and those with limited English proficiency will receive personalized services to ensure equitable access to ECE programs and resources.

G. When applicable, out-of-county referrals are coordinated with the respective out-of-county agencies.

H. Families are guided and assisted in making a quality program-family connection. The program-family connection will focus on facilitating conversations as needed between the parent and the program to assess and determine whether the ECE program meets the family's needs; these conversations and connections focus on supporting and enhancing the child's developmental needs.

I. Families served by the San Francisco Human Services Agency will receive co-location support in the client's primary language, which, at a minimum, includes English, Spanish, Chinese, Vietnamese, Filipino and Russian. Eligible families will receive assistance in preregistering with the Emergency Back Up and Mildly Ill initiative. SFHSA refers families and connects them with the Family Service Agency.

J. Eligible families linked to Family and Children Services in and out of the County will be placed on their local child care waiting list for inter-county transfer consideration and connected with local Early Head Start/Head Start (EHS/HS) programs as needed.

K. All Families will receive information regarding ECE financial assistance and options, emphasizing the importance of quality early care. Screening for eligibility to other local/state/federal ECE programs will be conducted to attempt to use those funds first to support families whenever possible.

L. The delivery of services for an individual family, including providing ECE information and program connection, does not exceed five (5) working days. Situations involving or needing more than the maximum time to complete this process are documented and reviewed with the funder monthly.

Service Area 2

A. A service delivery logic model or theory of change can be used to clearly articulate how the organization views, plans, anticipates, and executes service delivery and achieves service outcomes.

B. All federal, state, and local program requirements, policies, and laws related to administering enrollments, payments, and reporting are followed, including confidentiality requirements; however, state law permits the sharing of information for administration between authorized agencies.

C. Families and ECE programs receive clear, regularly updated information and guidance in their preferred language regarding program and payment policies and procedures.

D. Families experience a seamless and timely enrollment in an ELFA-qualified program of their preference. During the enrollment process, families and programs will have no more than two (2) points of contact.

E. Families enroll in ECE programs using the appropriate funding source without burdening families or their enrollment site with navigating the complexities of funding.

F. Families eligible for state-funded programs will transition between stages and/or state funding seamlessly and timely, and systems in place to make this transition will support families and avoid

burdening them and programs.

G. Families eligible for Federal/state-funded programs will be enrolled with the highest priority in or out of the County, as program regulations and DEC enrollment priorities require.

H. As required by law, families eligible for state-funded programs will be supported in seamlessly continuing enrollment beyond age 5, according to the federal and state guidelines.

I. Families enrolled in state-funded programs who change eligibility and become ineligible to continue with state funding will transition to a locally funded ELFA enrollment that best fits their family's eligibility and needs until the child reaches age 5.

J. Families from the highest priority group, unhoused families linked to Child Protective Services, are enrolled seamlessly and in timely coordination with the referring agencies.

K. DEC-validated licensed programs' capacity and vacancy information are tracked and considered before and when enrollments are executed.

L. ECE programs that are not MRA funded will receive an advance monthly payment for services within the first five (5) working days at the beginning of each month of enrollment with a consistent schedule to allow ECE programs to plan for and pay for program expenses.

M. Accurate accounting of enrollment, advance reconciliation, attendance, and enrollment activities are tracked and reported monthly to DEC.

N. Whenever possible, priority is given to applying for and distributing Federal and state funding before local funding to serve SF resident families according to federal, state, and local eligibility guidelines.

O. ECE programs will receive enrollment certificates and notice of any adverse funding changes with reasonable advanced notice of one (1) month.

P. ECE programs will receive detailed payment invoices that include the month of service, by child paid information, child's age group, period covered, amount received, adjustments, funding source, the amount paid by DEC, and any other payment information needed to help programs reconcile their budgets. Individualized meetings with ECE programs that require additional follow-up are available in person or virtually and are arranged within three (3) days of the request being made.

Q. ELFA programs and, where applicable, non-ELFA providers, such as CalWORKs exempt providers, attend regularly scheduled onboarding orientation and information sessions to learn about the enrollment and payment process, including the issuance of enrollment certificates, payments, and the Trust Line application as applicable.

R. ECE programs serving a specific target population, such as the FCS-Bridge Program, receive Trauma-Informed Training at least two times per fiscal year. Training modules follow local and state research-based best practices and are delivered in multiple languages according to the needs of the ECE educators. ECE programs have an updated list of points of contact for troubleshooting enrollment, payment, and/or administrative issues. They can reach leadership levels to help resolve enrollment and payment issues in a timely manner.

Department of Early Childhood Access & Enrollment
Performance Measures Form
Grantee: CHILDREN'S COUNCIL OF SAN FRANCISCO

Service Area 1: ECE Information and Family-Child-Program Connection. San Francisco families have reliable access to ECE information and programs, including vacancies, to enable their choices when selecting early learning programming. They also receive timely ECE information to facilitate program connections that provide "best fit" ECE referrals based on family needs and preferences, including language, child's age, and location.

1	Performance Measures	Q1	Q2	Q3	Q4	Annual
1.1	Number of unduplicated families who engaged with the information and referral services	740	1480	2220	2960	7400
1.2	Number of unduplicated child care referrals provided to families.	3700	7400	11100	14800	37000
1.3	Number of number of points of contact for each family with ELFA participating program/ agencies	5920	5920	5920	5920	23680
1.4	Number of times unduplicated families were contacted within 24 hours after first contact including the number of unduplicated child care referrals provide to each family.	740	1480	2220	2960	7400
1.5	Number of unduplicated families who engage with DEC-ECE enrollment tools (ELSF)	740	1480	2220	2960	7400
1.6	Number of unduplicated eligible families waiting for services in DEC-ECE enrollment tool (ELSF) by child's age, program preference, family's income and SF zip code.	750	750	750	750	3000
1.7	Number of unduplicated families who engage with DEC-ECE enrollment tools using two-way referral enrollment.	74	148	222	296	740
1.8	Number of unduplicated families connected with a program and enrolled in an ELFA-qualified program within 5 days of referrals.	740	1480	2220	2960	7400

Service Area 2: Enrollment and ECE Program Reimbursement. San Francisco families will have access to information about enrollment and financial support when enrolling their children in quality ECE programs.

2	Performance Measures	Q1	Q2	Q3	Q4	Annual
2.1	Number of children enrolled in ELFA qualified program with an ELFA Voucher, categorized by family SMI income level, child's age group, by site.	325	650	975	1300	3250
2.2	Number of children enrolled with CalWORKs Stage 1 Voucher in an ELFA qualified program based on child's age group and by site-level.	225	450	675	900	2250
2.3	Number of children enrolled with CalWORKs Stage 2 Voucher in an ELFA qualified program based on child's age group by site-level.	112	225	337	450	1124
2.4	Number of children enrolled with CAPP Voucher in an ELFA qualified program based on child's age group by site-level.	35	70	105	140	350
2.5	Number of children enrolled with FCS Federal and Non-Federal Voucher in an ELFA qualified program based on child's age group by site-level.	23	45	68	90	226
2.6	Number of children enrolled with FCS Bridge Voucher in an ELFA qualified program based on child's age group by site-level.	20	40	60	80	200
2.7	Number of unduplicated families able to enroll in their first choice	740	1480	2220	2960	7400
2.8	Number of enrollments and number of days between initial application and enrollment.	740	1480	2220	2960	7400
2.9	Number of unduplicated families connected with a program and enrolled in an ELFA qualified program.	740	1480	2220	2960	7400
2.1	Number of active and unduplicated enrollments at ELFA participating programs compared to the DEC-ELFA network capacity.	740	1480	2220	2960	7400
2.11	Number of active enrollments at non-ELFA participating programs	74	148	222	296	740

2.12	Number of active unduplicated enrollment in a license exempt program (for CalWORKs and State funded vouchers)	800	800	800	800	3200
2.13	Number of unduplicated enrollments by type of language served.	740	1480	2220	2960	7400
2.14	Number of unduplicated enrollments by funding type that transitioned to state funded vouchers for before-after school services after child reaches age 5.	25	50	75	100	250
Service Area 3: Children's Council provides public child care subsidies administration and Early Learning For All System Supports by streamlining administrative processes and leveraging public resources to establish efficient enrollment and payment mechanisms, ensuring DEC-funded programs and initiatives receive timely reimbursements.						
3	Performance Measures	Q1 (SEPT)	Q2 (DEC)	Q3 (MAR)	Q4 (June 15)	
3.1	Number of unduplicated enrollments by funding source distributed for eligible families' access to early childhood education programs.	740	1480	2220	2960	7400
3.2	Number of enrollment types within the DEC network (FCC/Centers), categorized by the specific child's age group, and funding source for each enrollment.	74	148	222	296	740
3.3	Percentage of service payments issued to programs within the first five business days of each month.	740	1480	2220	2960	7400
3.4	Percentage of service payments issued to programs exceeding the first five business days of each month.	75%	50%	25%	0%	
3.5	Number of families who interact with ELFA-participating programs and demographic characteristics (e.g., race/ethnicity, income level, primary language) to those who enroll.	740	1480	2220	2960	7400
3.6	Percentage of vacancy information and enrollment data reported and updated within the DEC-ECE enrollment tools (e.g., daily, weekly, monthly, annually).	25%	50%	75%	100%	
3.7	Number of in-person A&E Program alignment and planning meetings attended by agency Leadership within the A&E Grant.	3	3	3	3	12
3.8	Number of monthly comprehensive reports on child care actual enrollment, payments, and projections. These reports detail funding sources, program name, internal program code, annual contract value, administrative costs, and other information as required by DEC.	3	3	3	3	12

Estimated 3-Year Budget

Revenues	FY26	FY27	FY28
Federal	$18,335,361	$18,335,361	$18,335,361
State	$12,577,833	$12,577,833	$12,577,833
Local	$101,352,614	$101,309,668	$101,309,668
Total Revenues	**$132,265,808**	**$132,222,862**	**$132,222,862**

Expenditures	FY26	FY27	FY28
Salaries & Benefits			
Access & Enrollment Operations staff	$1,974,845	$1,974,845	$1,974,845
Program staff	$3,460,858	$3,423,514	$3,423,514
Data & Evaluation staff	$225,573	$225,573	$225,573
Communications staff	$204,039	$204,039	$204,039
Administration (Fiscal/General Ops) staff	$540,198	$540,198	$540,198
Operating			
Facilities/Occupancy	$739,668	$739,668	$739,668
Materials/Supplies	$189,308	$189,308	$189,308
Equipment/Furniture	$44,123	$44,123	$44,123
Staff Training/Conferences	$28,724	$28,724	$28,724
Transportation/Travel	$100	$100	$100
Temporary Staffing/Support	$40,400	$40,400	$40,400
License Fees/Subscriptions	$367,175	$367,175	$367,175
Other Expenses (Banking fees)	$82,155	$82,155	$82,155
Professional Services			
Consultants	$126,312	$126,312	$126,312
Indirect (15% of direct expenses)	$1,203,522	$1,197,920	$1,197,920
Passthrough (no indirect)			
Enrollment/subsidies	$123,038,809	$123,038,809	$123,038,809
Total Expenditures	**$132,265,808**	**$132,222,862**	**$132,222,862**

San Francisco Department of Early Childhood

REQUEST FOR GRANT APPLICATIONS #DEC24-06 FOR:

Access and Enrollment

Attachments

Attachment A: City's Grant Term
Attachment B: Application Cover Page
Attachment C: Written Proposal
Attachment D: Budget Proposal
Attachment E: HCAO and MCO Declaration Form
Attachment F: First Source Hiring Form
Attachment G: DEC Guidelines for Cost Categorization

Request for Grant Application Issued:	December 18, 2024
Bidders Conference:	January 10, 2025
Deadline to Submit Proposals:	January 29, 2025

Table of Contents

I. Letter from the Director 4

II. Introduction and Solicitation Schedule 5
A. Introduction 6
B. Anticipated Contract Term 7
C. Anticipated Contract Not to Exceed Amount 7
D. Cooperative Agreement 8
E. RFGA Schedule 8
F. Written Questions and Request for Clarification 8
G. Contract Terms and Negotiations 8
H. Target Populations 9
I. Definitions for Acronyms Used 10

III. Scope of Work 12
A. Description of Services 13
B. Service Areas 14
C. Service Area Objectives 16
D. Outcome Objectives and Performance Measures 23
E. Reporting Requirements 25

IV. Proposal Evaluation Criteria 27
A. Minimum Qualifications (Pass/Fail) 27
B. Evaluation Panel Scoring 28

V. Written Proposal (75 Points) 29

VI. Budget Proposal (25 Points) 29
A. Budget Proposal Format and Allocation of Points 29
B. Budget Proposal Evaluation Period 29

VII. Submission Requirements 29
A. Mandatory Letter of Intent Submission Instructions 29
B. Time and Place for Submission of Applications 29

VIII. Supporting Documentation Required Prior to Contract Execution 30

IX. City's Social and Economic Policy Requirements 30
A. Nondiscrimination Requirements 31
B. Insurance Requirements 31
C. Health Care Accountability Ordinance 31
D. Minimum Compensation Ordinance 31
E. First Source Hiring Program 32
F. Non-Profit Entities 32
G. Other Social Policy Provisions 32

X. Terms and Conditions for Receipt of Proposals 32
A. How to Register as a City Supplier 32
B. RFGA Addenda 33
C. Public Disclosure 33
D. Limitation on Communications During Solicitation 33
E. Proposal Selection Shall not Imply Acceptance 34
F. Cybersecurity Risk Assessment 34
G. Solicitation Errors and Omissions 34
H. Objections to Solicitation Terms 34
I. Protest Procedures 35
J. Proposal Term 35
K. Revision to Proposal 36
L. Proposal Errors and Omissions 36
M. Financial Responsibility 36
N. Proposer's Obligations under the Campaign Reform Ordinance 36
O. Reservations of Rights by the City 37
P. No Waiver 37
Q. Other 37

APPENDIX 1. ACCESS AND ENROLLMENT LOGIC MODEL 39

APPENDIX 2: THEORY OF CHANGE 41

APPENDIX 3: SAN FRANCISO DEPARTMENT OF EARLY CHILDHOOD BUDGET FORMS AND INSTRUCTIONS 42

APPENDIX 4: RFGA FORMS OVERVIEW 44

I. LETTER FROM THE DIRECTOR

The Department of Early Childhood (DEC) mission is "To weave together family, community, and system supports so that all children who grow up in San Francisco have a strong foundation of nurturing, health, and learning." This mission is a statement and a call to action that we hope you will join us in. It is a vision that promises a brighter future for all children in our city.

In developing DEC's 2022-2027 Strategic Plan to achieve this mission, we took a family-centric approach and asked parents to bring their experiences and help co-design our plan. Time and time again, parents affirmed that the City is already investing in the right services: early care and education, family strength, and child well-being. However, parent insight made it clear that to address racialized outcomes, we must advance racial equity across our system of care. We must improve the user experience, accessibility, and delivery of all programs and services.

With this Request for Grant Applications (RFGA), DEC aims again for a family-centric approach – this time to help parents navigate the complex system of programs, enrollment, and funding to give every child a high-quality, affordable early learning experience in a program that meets their needs. We aim for a system that is welcoming to all parents and understands and is responsive to their diverse cultures, languages, and experiences. In a strategic plan focus group, one parent voiced, "We need more advocates and people who care, who have been through it. I want to see people who look and talk like me."

This year, we merged all locally funded early learning initiatives into one – Early Learning for All. We have extended the promise of Early Learning for All to include more of middle-class families. We have invested in the early care and education workforce and quality improvement at unprecedented levels. We are rapidly building facilities to meet the high infant and toddler care demand. This is the RFGA in which we bring this all together for children and families by helping them to explore what they need for their children and where they can find it in our community network of DEC-funded early learning programs, and then make a reality of free or affordable, high-quality early care and education.

As we move boldly into expanded opportunities for growth of our early learning system, we are proud to continue to build on a strong foundation that enables families to access high-quality early learning settings and promotes their child's well-being, school readiness, and lifelong success.

Sincerely,

Ingrid X. Mezquita
Executive Director
Department of Early Childhood

II. INTRODUCTION AND SOLICITATION SCHEDULE

A. Introduction

1. General

The San Francisco Department of Early Childhood (DEC) seeks proposals from non-profit entities to provide the following Early Care and Education (ECE) program support services:

- ECE Information and Family-Child Program Connection
- Enrollment and ECE Program Reimbursement
- Public Child Care Subsidies Administration and Early Learning for All System Supports

These ECE program support services make ECE programs accessible and affordable for San Francisco families with young children. DEC anticipates entering into agreements with up to three (3) entities to provide all of the above ECE program support services.

DEC's Early Learning for All network is composed of over 500 licensed early learning independently operated programs, including San Francisco Unified School District programs, Early Head Start/Head Start programs, State Preschool programs, and family child care homes. These programs must meet and maintain high-quality standards, including:

- Developmentally appropriate curriculum and instruction
- Qualified and caring teachers
- Health and safety requirements
- Partnerships with families to support their children

Early Learning for All programs support children's learning and social-emotional well-being. They help children learn social skills and foster inclusiveness, acceptance, and empathy. Because every family and child have unique needs, families can choose the program in the Early Learning for All network that best meets their needs and preferences.

San Francisco is a leader in universal early learning access. We are the first city in the nation to make publicly funded high-quality early learning accessible to its residents on a larger scale than other municipalities. We bring together federal Head Start funding, California Title 5 funding, and a historic local investment to create Early Learning for All. We want every child to grow happy, healthy, and thriving in San Francisco.

We also know that for children to thrive, the adults in their lives must also have support. The early educators participating in Early Learning for All receive professional development and quality improvement support. They also receive equitable compensation through our Workforce Compensation Initiative and a publicly-funded child-enrollment reimbursement based on market rate.

2. Background

DEC is committed to a future where all children enter kindergarten with the cognitive, social/emotional, and physical skills that support school success. Kindergarten readiness is a major predictor of later academic and life success, and as such, acts as the key indicator for child wellbeing in San Francisco. Research suggests that third- and eighth-grade test scores in low-income districts in California fall behind national counterparts because children start less ready for school (First 5 Centers for Children's Policy 2020). Yet despite the gain in school readiness over time, San Francisco Unified District's 2023 Kindergarten Readiness Study showed that 33.85% of entering kindergarteners were still not adequately prepared for school. Children in the study sample not yet meeting readiness standards were disproportionately from Latino, African American, and Native Hawaiian or Pacific Islander households; households with non-native speakers of the language; and were more likely to have an identified disability.

3. Diversity, Inclusion, And Racial Equity

DEC is committed to a culture of inclusion; everyone should have what they need to thrive regardless of race, age, ability, gender, sexual orientation, ethnicity, or country of origin. The Department believes a diverse and inclusive workforce will produce more creative and innovative outcomes for the organization and its clients.

DEC is committed to combating systemic racism and disparate impact of governmental services by advancing racial equity in all aspects of our work, ensuring access to services, and providing support to communities to ensure their ability to succeed and thrive.

DEC seeks to partner with community-based organizations that share these values in their organizational culture and program services. The agency sees our contracted community-based partners and their work to enhance and further advance efforts to address racial equity and inclusion across San Francisco.

4. Selection Overview

Proposers **must apply to all three** (3) service areas in this Request for Grant Application (RFGA). Responsive applications will be evaluated by a panel (Evaluation Panel") considered subject matter experts related to the services procured through this solicitation. The Evaluation Panel may include staff from various City departments. Applications will be evaluated based on the criteria outlined herein. The City shall award a contract to one or multiple Proposers that meet the Minimum Qualifications of this RFGA and obtain the highest scores within the service area to which they applied. RFGA service areas receiving only one application will be reviewed by DEC staff to ensure minimum qualifications are met, and a score of at least 75 is obtained to indicate that the grant negotiation process will be initiated. Tied scores may be resolved through any appropriate means by the city, acting in its sole discretion, including through optional interviews and considering priority criteria such as geographic location and reaching diverse family populations.

B. Anticipated Contract Term

A contract(s) awarded pursuant to this RFGA shall have a tentative term of three and half (3.5) years from July 1, 2025 to December 31, 2028, subject to availability of funds, semi-annual and annual satisfactory contractor performance, and need. DEC reserves the right to enter into contracts of a shorter duration, or to extend all or some contracts for two (2) additional years through December 31, 2030.

C. Anticipated Contract Not to Exceed Amount

The total estimated annual budget for this RFGA is approximately $200 million dollars per year, which may increase or decrease depending on funding availability. The source of funding for these services is state, federal and local funds. 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.

Funding may be reduced or eliminated in response to reduced allocations or decreased funding availability to any City funders. Also, funding made through this RFGA may be augmented, if additional funds become available, without additional application processes provided they are in alignment with the scope and services outlined in this RFGA. Unawarded funding may be shifted to another service area.

Table A

SERVICE AREAS	Maximum Total Funding Allocated Annually
Service Area 1: ECE Information and Family-Child-Program Connection: Families are knowledgeable about the ECE options available for their children under the age of 5 and what to look for in an ECE program. They are supported in making a family-child-program connection that aligns with the child's developmental, cultural, and linguistic needs, as stated by the child's family.	$2,000,000
SERVICE AREA 2: Enrollment and ECE Program Reimbursement Children are enrolled in a DEC-network-qualified and quality ECE program that meets the development and linguistic needs of children and is aligned with the geographical preference of the family. ECE programs enrolling SF-eligible children receive timely payments with detailed information that includes the per child, funding source, period covered, and other relevant information to ensure programs can predict and account for their revenues on a monthly basis.	$160,000,000
Service Area 3: Public Child Care Subsidies Administration and Early Learning For All System Supports System administration is innovative, flexible, and efficient, with a strong foundation on leadership and direct service staff. The organization has a solid infrastructure and experience to predict, anticipate, and implement changes in ECE-related rules, laws, regulations, reporting, and funding and can pivot flexibly. Maximizing administrative costs and resources is a must in this service area. The additional support system will attend to program access and targeted enrollment requirements.	$38,000,000

D. Cooperative Agreement

Any other City department, public entity or non-profit made up of multiple public entities, may use the results of this Solicitation to obtain some or all of the commodities or services to be provided by Proposer under the same terms and conditions of any contract awarded pursuant to this Solicitation.

E. RFGA Schedule

The anticipated schedule for this RFGA is set forth below in Table B. These dates are tentative and subject to change. It is the responsibility of the Proposer to check for any Addenda to this RFGA or other published pertinent information.

Table B

Proposal Phase	Tentative Date
Request for Grant Application Issued	December 18, 2024
Bidders' Conference	January 10, 2025
Deadline for Written Questions	January 13, 2025
Mandatory Letter of Intent Deadline	January 15, 2025
Deadline to Submit Proposals	January 29, 2025
Tentative Evaluation of Proposals	January 31, 2025 – February 28, 2025
Notice of Intent to Award	March 3, 2025
Period for Protesting Notice of Intent to Award	Within three (3) business days of the City's issuance of a Notice of Intent to Award.
Bidders' Conference Details Proposers are encouraged to attend a Bidders' Conference on **January 10, 2024**, **at 12:00 PST** to be held virtually at **https://us06web.zoom.us/j/81979767157**. 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 RFGA, please send to DEC-Contracts@sfgov.org. Failure to attend the Bidders' Conference shall not excuse the awarded Proposer from any obligations of a contract awarded pursuant to this RFGA. Any change or addition to the requirements contained in this RFGA as a result of the Bidders' Conference will be executed by a written Addendum to this RFGA. It is the responsibility of the Proposer to check for any Addendum to this RFGA or other published pertinent information.	

F. Written Questions and Request for Clarification

Proposers are encouraged to submit written questions before the due date stated in Table B to **DEC-Contracts@sfgov.org**. All questions will be addressed at the bidders' conference or by email, and any available new information will be provided in writing via email to Proposers. All written questions must be submitted on or prior to **January 13, 2025 at 12:00 PST**. Please include the term "RFGA DEC24-06 question" in your subject line.

G. Contract Terms and Negotiations

The successful Proposer will be required to enter into a contract in the form attached hereto as Attachment A, City's Grant Terms. **The City's Proposed Agreement Terms are not subject to**

negotiation. Failure to timely execute City's Grant Terms, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in City's Grant Terms, 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.

H. Target Populations

The target for this grant, under the DEC Diversity, Inclusion, and Racial Equity policy previously stated in this RFGA, is to serve all populations and ethnicities in San Francisco and include expertise for neighborhoods and city-wide populations who face inequitable access and barriers to services and thus experience disparate educational, social, health, emotional, financial, or other wellbeing outcomes. Recent Kindergarten Readiness data and Community Index of Need data were used to statistically calculate priority rankings of San Francisco neighborhood needs based upon multiple factors such as poverty, health, child welfare, education, and other indicators.

Target populations include families linked to state-funded care and education programs and defined according to funding agencies (e.g., The California Department of Social Services and The California Department of Education); both California Departments serve low-income families and at-risk children with open CPS or Foster Care cases. Some of these programs are required to serve children ages birth through 12. Early Learning for All (ELFA) reimbursement rates are offered to ELFA-qualified programs and are subject to funding availability. The approximate number of eligible children to be served by funding sources are:

a. CalWORKs Stage 1: 900 children

b. CalWORKs Stage 2: 450 children

c. California Alternative Payment Program: 140 children

d. Early Learning For All (ELFA):

1. ELFA Fully Funded Vouchers: 3000
2. ELFA Tuition Credit Vouchers: 250
3. ELFA MRA Funded: 1700

e. Family and Children's Services: 90 children

1. Foster Care Bridge: 80 children

I. Definitions for Acronyms Used

Table C

0-5 Continuity	Eligible population families who lost child care subsidy eligibility for state funding may continue in care until their child reaches kindergarten with local funding support.
AMI	It is midpoint of specific area's income distribution and is calculated on an annual basis by the Department of Housing and Urban Development (HUD). The AMI represents the income of the "middle" household in that area.
AP	Alternative Payment state-contracted child care vouchers: AP Agencies are those public or private non-profit agencies contracting with the California Department of Education to administer child care voucher programs.
CAPP	California Alternative Payment Program
CDE	California Department of Education
CDSS	California Department of Social Services
CPAC	Childcare Planning and Advisory Council
CBO	Community-based organizations, including Family Resource Centers.
DEC	San Francisco Department of Early Childhood
DEC Fully Funded (MRA funded)	DEC fully funded enrollments through an MRA Funding Agreement with an Early Learning for All Qualified Provider.
DHS	San Francisco Department of Human Services, a division of HSA.
Early Learning SF (ELSF)	Early Learning SF (ELSF) is a centralized eligibility and waiting list designed to assist families in finding quality early care and education options.
ECE	Early care and education.
ELFA	San Francisco Early Learning for All, which are local funds: 1) fully funded at the ELFA calculated rate; or 2) are an enhancement to a state or federally subsidized child, to reimburse at the ELFA calculated rate. DEC may determine, over time, changes in costs or tiers for ELFA reimbursement.
ELFA-Gap	Early Learning for All (ELFA) Gap provides local funding to cover the "gap," when one exists, between the state's Regional Market Rate (RMR) for vouchers and the local ELS voucher rate, should one exist.

ELFA-Tuition Credit	ELFA Tuition Credit pays up to 50% of the ELFA calculated and published rate for families with income between 110% and 150% Area Medium Income (AMI).
ELFA-Voucher	Early Learning for All vouchers for which the city pays the full tuition at the ELFA calculated and published rate.
FCS	Family and Children's Services. ECE for families in the At-Risk, CPS and Foster Care system in San Francisco; including the Emergency Child Care Bridge State Program.
HSA	San Francisco Human Services Agency
Low-Income	Families at or below 110% of the Area Median Income as determined by the California Department Education
Middle-Income	Families with income between 111% and 150% of the Area Median Income.
Maximum Reimbursable Amount (MRA)	The Maximum Reimbursable Amount (MRA) is the maximum amount an ELFA-qualified center can earn, as established in the applicable Fiscal Year Funding Agreements, through a mix of DEC ELFA Fully Funded, Tuition Credit and Title 5 ELFA Gap enrollments, calculated at the current ELFA published rates. The MRA total funding for each center is based on the program's actual enrollments for the current fiscal year. MRA funding is to support enrollments through in-classroom instruction.
Program Year Continuity	Low-income families who lose state subsidy eligibility may use local ELFA funding to continue in care until the end of the program year.
QRIS	The Quality Rating and Improvement System was established by the State of California and adopted by San Francisco as a quality standard. The CA–QRIS Rating Matrix only applies to the State Preschool and Title 5 Programs.
QRIS State Quality Block Grant	CDE-funded state stipends for quality in Title 5 contracted settings. Also, the basis for a local program for non-state contractors participating in the quality system.
Resource and Referral	State-funded services assisting parents in finding child care that best meets their family needs through the provision of information regarding licensed providers.
Title 5 Gap (MRA funded)	DEC gap funding for Title 5 eligible enrollments where the Standard Reimbursement Rate (SRR) is

	below the ELFA published rate for the fiscal year. When applicable, CCTR and CSPP enrollments may qualify through an MRA Funding Agreement with an ELFA Qualified provider.
TrustLine	TrustLine is a database of license-exempt providers that have cleared criminal background checks in California. It's the only authorized screening program of in-home caregivers in the state with access to fingerprint records at the California Department of Justice and the FBI.

III. SCOPE OF WORK

The Scope of Work is designed to provide a general direction, not an exhaustive list of all tasks required for the project. Proposers are encouraged to use this description as a foundation when designing and presenting their projects and services for RFGA funding. They also may suggest modifications and/or additions that, in their view, would enhance the feasibility, effectiveness, and cost-effectiveness of the projects. The following description outlines the key program elements and services to be delivered by the entities selected for grant awards.

DEC has developed a shared vision for the Early Learning for All (ELFA) Initiative: All San Francisco children enjoy a solid foundation to support future success. This is the goal we all strive towards. The Access and Enrollment Logic Model (Appendix 2), which establishes the activities and outcomes desired to achieve this vision, is anchored by the following **three Service Areas**:

- **Service Area 1: ECE Information and Family-Child-Program Connection.** San Francisco families have reliable access to ECE information and programs, including vacancies, to enable their choices when selecting early learning programming. They also receive timely ECE information to facilitate program connections that provide "best fit" ECE referrals based on family needs and preferences, including language, child's age, and location.

- **Service Area 2: Enrollment and ECE Program Reimbursement.** When enrolling their children in quality ECE programs, San Francisco families will have access to information about enrollment financial support.

- **Service Area 3: Public Child Care Subsidies Administration and Early Learning For All System Supports.** Administrative innovation and all public resources are leveraged to support a system of enrollment and payment mechanisms that enable DEC-funded programs or initiatives to receive timely reimbursement. This includes administering state-funded programs, CalWORKs, the California Alternative Payment Program, and other programming with source funds from the California Department of Education, the Department of Social Services, or any other state department that funds child care subsidies.

If more than one agency is funded or a multi-agency collaborative proposal is submitted, proposers must articulate and agree to create a coordinated and seamless experience for families

across agencies. A maximum of three months of planning a ramp-up phase may be considered for some aspects of service; proposers should identify areas where the planning phase is needed.

A. Description of Services

Families are the key decision-makers when selecting their child's early care and education (ECE) program. It is one of the most important decisions they make, and they require updated, reliable information about their child care options when selecting and enrolling their child in a quality program. We understand that ECE programs are very personal choices for each family. Families will consider many factors throughout the process, including the best fit that will match a family's philosophies, schedule, and optimal early learning environment. As these factors influence a family's decision, maintaining an open dialogue about personal values, culture, the child's developmental stage, special needs, and provider location are just a few considerations. We know that families want to actively participate in selecting an ECE setting that will lead to a successful experience and match for the family and child. Equally important is ensuring that the program aligns with the family's values and needs, creating a nurturing environment that fosters social, emotional, and cognitive development, which is crucial for building a solid foundation for a child's lifelong learning.

Longitudinal research[1] shows that children who participate in high-quality ECE programs experience numerous long-term benefits, including better school performance, reduced need for special education, and higher high school graduation rates. These positive effects are especially significant for children from low-income families, who are more likely to develop advanced language, academic skills, and social skills through high-quality ECE.

High-quality ECE programs can help all children enter kindergarten with the foundational academic and social-emotional skills they need to succeed.[2] These research findings can support families in making informed decisions when selecting a program that will offer a nurturing environment, qualified and compassionate staff, and provide developmentally appropriate curricula with opportunities for parental involvement. Successful family-program connections often require additional support to navigate the child care system, especially for families with children with disabilities, families linked to Child Protective Services, and unhoused families. Facilitating the connection between parents and a program to ensure a timely and seamless enrollment of a child in an ECE program is essential in the continuum of the family's journey to find and select quality early care and education for their children.

Comprehensive language support for families who speak languages other than English is another crucial factor in ensuring equitable access to ECE programs. According to the San Francisco Early Care and Education 2023 Needs Assessment, San Francisco's children reflect rich ethnic diversity and many are multilingual, with significant populations identifying as White, Not Hispanic (30.7%), Asian American (22.7%), or Hispanic or Latino (22.2%). Language support will help bridge communication gaps, allowing all families to fully engage with the programs and resources available.

In addition to implementing the vision for these services, funded proposers will advance the City's progress toward two out of four core outcomes in the DEC 2023-27 Strategic Plan, including: "Children enter kindergarten with the cognitive, social/emotional, and physical skills

that support school success"; and "Parents have the information, resources, and connections to peers and professionals to raise their children in San Francisco successfully." The DEC Strategic Plan further seeks to ensure that race is not a predictor of these outcomes, necessitating an intentional and strategic approach in implementing these services.

About Early Learning for All

Over 500 licensed early learning programs are part of DEC's Early Learning for All network. The Early Learning for All network is composed of independently operated programs, including community-based early learning programs/preschools, school district, Early Head Start/Head Start programs, State Preschool programs, and family child care homes, and they all must meet and maintain high-quality standards, including:

- developmentally appropriate curriculum and instruction
- qualified and caring teachers
- health and safety requirements
- a focus on partnering with families to support their children.

Early Learning for All programs supports children's learning and social-emotional well-being. They help children learn social skills and foster inclusivity, acceptance, and empathy.

Every family and child have unique needs. Families can choose the program in the Early Learning for All network that best meets their needs and preferences.

San Francisco is a leader in universal early learning access. We are the first city in the nation to make publicly funded high-quality early learning accessible to its residents on a larger scale than other municipalities. We bring together federal Head Start funding, California Title 5, and a historic local investment to create Early Learning for All. We want every child to grow happy, healthy, and thriving in San Francisco.

We also know that for children to thrive, the adults in their lives must also have support. The early educators participating in Early Learning for All receive professional development and quality improvement support. They also receive equitable compensation through our Workforce Compensation Initiative and a publicly-funded child-enrollment reimbursement based on market rate.

B. Service Areas

1. Service Area 1: ECE Information and Family-Child-Program Connection

- San Francisco families have reliable and timely access to ECE information and programs, including vacancies, to enable their choices when selecting early learning programming.
- San Francisco families will be supported in identifying programs that provide a "best fit" based on family needs and preferences, including language, child's age, and geographical location.

- San Francisco families will be provided with ECE referrals based on identified needs and preferences in an efficient and timely manner, with attention paid to the child's linguistic, cultural, and developmental needs.

The Department of Early Childhood believes that a family's continuity in child care is paramount in ensuring that families have a reliable, stable care provider to promote healthy attachment. Families need a reliable child care provider, and children need stability. Young children who experience these types of instability in routines and caregiver arrangements receive less time for social and emotional learning, including emotional regulation and relationship development.

Proposers must articulate a simple, cohesive, effective plan and process that provides families with early care and education information and connection services to programs that meet the family's child care needs and geographical preference while placing the children's development, language, and cultural priorities at the center.

Early Learning San Francisco (ELSF) is a DEC-funded, web-based resource tool that assists families in determining child care eligibility and helps connect them to available ECE programs based on their preferences. Parents know their children best and must be supported as the primary decision-makers when selecting an early care and education program. Choosing a program that supports their child is detailed and sometimes time-intensive.

2. Service Area 2: Enrollment and ECE Program Reimbursement

- All children are enrolled in a DEC-qualified ECE program that meets a family's aspiration for their child's linguistic, cultural, and developmental needs, aligned with the family's geographical location.
- ECE funding support reaches all eligible families in a timely manner. Across various funding sources, family eligibility is maximized to support families as much as possible and ensure the funding enables them to enroll in and maintain enrollment in a program(s) of their preference.
- Continued enrollment and receipt of support is maintained throughout a child's ECE experience, leading to school-age enrollment.
- All DEC-qualified ECE programs with SF-ELFA funded enrollments receive timely advance payments with detailed information, including the per child, funding source, the period covered, and other relevant information to ensure programs can predict and account for monthly revenues.

Parents know their children best and must be supported as the primary decision-makers when selecting an early care and education program. Choosing a program that supports their child is detailed and sometimes time intensive. Therefore, one essential function of Service Area 2 is to promote and help communication between ECE programs and families to facilitate this process for families.

Following the identification and connection processes in Service Area 1, Service Area 2 focuses on facilitating enrollment and funding. In addition to identifying and enrolling families based on preferences, continued enrollment maintenance along with ECE funding designed to minimize

costs to families is an ongoing process through a child's early years. Utilizing public financing for ECE services representing federal, state, and locally funded programs, a family's access to early learning programs should be maximized to best meet their needs.

Historically, state, federal, and local ECE management and administration have been complex and confusing. Efforts to link eligible parents to services were often uncoordinated and sometimes failed to match parents to care that met their needs. There are some bright spots, however. Research indicates that a well-matched family-ECE program, continuity of care, coordinated resources, and streamlined processes for families and providers bring immediate benefits to the child's development and other outcomes and increase school readiness. Since its inception, the San Francisco Department of Early Childhood has made significant progress toward simplifying the enrollment process and aligning policies and procedures for administering the programs, including leveraging federal, state, and local funding.[3]

3. Service Area 3: Public Child Care Subsidies Administration and Early Learning For All System Supports

- All DEC-qualified ECE programs with SF-ELFA funded enrollments receive timely advance payments with detailed information, including the per child, funding source, the period covered, and other relevant information to ensure programs can predict and account for monthly revenues.
- ECE-related rules, laws, regulations, reporting, and funding changes are monitored to allow for efficient pivoting or adjustment as needed.
- Agency infrastructure, including leadership and staff, and the accompanying administrative system are robust, flexible, and efficient, with continued innovation and improvement as needed to leverage resources effectively.
- Following state mandates, a California Department of Education-recognized AP Agency administers referral-specific enrollments such as CalWORKs and California Alternative Payment Programs.

The early care and education sector is evolving in its systems and administrative capacity. Still, when addressed, it is reduced to a mere percentage point or a number that tries to summarize its complexities. Service Area 3, at its core, aims to ensure that organizations have solid administrative structures, data systems, and leadership that optimize their ability to help families and programs in the Access and Enrollment process.

Additionally, timely and accurate insight into enrollment operations is essential for continuous quality improvement. Through maintaining child-enrollment databases and tracking tools, the proposers will record, review, and report enrollment and funding information to identify gaps and needs and build efficiencies to optimize the experience for San Francisco families.

C. Service Area Objectives

Service Area 1 – Service Objectives

A. Effective enrollment designs that focus on accurate and timely tracking of program capacity (per the state's Child care Licensing requirements), real-time vacancies, a timely enrollment

process, predictable advanced payments for child enrollments, detailed per-child payment information, up-to-date enrollment, and payment policies that are available in the program's preferred language, and programs not being assigned to more than two (2) points of contact.

B. Responses to families initiating their child care search are at most 24 hours after initial contact. Initial contact is considered when a family is selected from the eligibility system Early Learning for All (ELFA), receiving a referral and authorization, or any other alternative DEC referral method, such as direct or two-way referrals. Upon completing Service Area 1 service, families and programs experience a seamless and timely transition into Service Area 2, minimizing additional points of contact, delays, restarting the family's process, or information-gathering data.

C. In this service area, families will be supported from beginning to end with up to two (2) points of contact. To accommodate family communication preferences, services are available in person, over the telephone, or via email Monday through Friday from 8:00 a.m. to 6:00 p.m. Weekdays and weekend service hours are also available. Unless approved by DEC, hours of operation must be widely advertised, communicated, and maintained without change.

D. Upon first contact with the family, an assessment will determine where the family is regarding their understanding of the different types of licensed early childhood education settings, e.g., centers and family child care homes. There is a plan that assists the family, including providing specialized guidance and resources to families with children with disabilities to help families better understand the child care system in San Francisco and to prepare them to find inclusive ECE programs that meet their child's unique needs.

E. Families will receive information that supports their choice for ECE programming, including curriculum, environment, staff qualifications, linguistic assistance, child-to-caregiver ratio, and safety standards, and families will also get personalized guidance on how to choose high-quality child care that aligns with their specific needs, circumstances which best fit for their family situation.

F. Families from diverse ethnic backgrounds and those with limited English proficiency will receive personalized services to ensure equitable access to ECE programs and resources.

G. When applicable, out-of-county referrals are coordinated with the respective out-of-county agencies.

H. Families are guided and assisted in making a quality program-family connection. The program-family connection will focus on facilitating conversations as needed between the parent and the program to assess and determine whether the ECE program meets the family's needs; these conversations and connections focus on supporting and enhancing the child's developmental needs.

I. Families served by the San Francisco Human Services Agency will receive co-location support in the client's primary language, which, at a minimum, includes English, Spanish, Chinese, Vietnamese, Filipino and Russian. Eligible families will receive assistance in preregistering with the Emergency Back Up and Mildly Ill initiative. SFHSA refers families and connects them with the Family Service Agency.

J. Eligible families linked to Family and Children Services in and out of the County will be placed on their local child care waiting list for inter-county transfer consideration and connected with local Early Head Start/Head Start (EHS/HS) programs as needed.

K. All Families will receive information regarding ECE financial assistance and options, emphasizing the importance of quality early care. Screening for eligibility to other local/state/federal ECE programs will be conducted to attempt to use those funds first to support families whenever possible.

L. The delivery of services for an individual family, including providing ECE information and program connection, does not exceed five (5) working days. Situations involving or needing more than the maximum time to complete this process are documented and reviewed with the funder monthly.

Service Area 2 – Service Objectives

A. A service delivery logic model or theory of change can be used to clearly articulate how the organization views, plans, anticipates, and executes service delivery and achieves service outcomes.

B. All federal, state, and local program requirements, policies, and laws related to administering enrollments, payments, and reporting are followed, including confidentiality requirements; however, state law permits the sharing of information for administration between authorized agencies.

C. Families and ECE programs receive clear, regularly updated information and guidance in their preferred language regarding program and payment policies and procedures.

D. Families experience a seamless and timely enrollment in an ELFA-qualified program of their preference. During the enrollment process, families and programs will have no more than two (2) points of contact.

E. Families enroll in ECE programs using the appropriate funding source without burdening families or their enrollment site with navigating the complexities of funding.

F. Families eligible for state-funded programs will transition between stages and/or state funding seamlessly and timely, and systems in place to make this transition will support families and avoid burdening them and programs.

G. Families eligible for Federal/state-funded programs will be enrolled with the highest priority in or out of the County, as program regulations and DEC enrollment priorities require.

H. As required by law, families eligible for state-funded programs will be supported in seamlessly continuing enrollment beyond age 5, according to the federal and state guidelines.

I. Families enrolled in state-funded programs who change eligibility and become ineligible to continue with state funding will transition to a locally funded ELFA enrollment that best fits their family's eligibility and needs until the child reaches age 5.

J. Families from the highest priority group, unhoused families linked to Child Protective Services, are enrolled seamlessly and in timely coordination with the referring agencies.

K. DEC-validated licensed programs' capacity and vacancy information are tracked and considered before and when enrollments are executed.

L. ECE programs that are not MRA funded will receive an advance monthly payment for services within the first five (5) working days at the beginning of each month of enrollment with a consistent schedule to allow ECE programs to plan for and pay for program expenses.

M. Accurate accounting of enrollment, advance reconciliation, attendance, and enrollment activities are tracked and reported monthly to DEC.

N. Whenever possible, priority is given to applying for and distributing Federal and state funding before local funding to serve SF resident families according to federal, state, and local eligibility guidelines.

O. ECE programs will receive enrollment certificates and notice of any adverse funding changes with reasonable advanced notice of one (1) month.

P. ECE programs will receive detailed payment invoices that include the month of service, by child paid information, child's age group, period covered, amount received, adjustments, funding source, the amount paid by DEC, and any other payment information needed to help programs reconcile their budgets. Individualized meetings with ECE programs that require additional follow-up are available in person or virtually and are arranged within three (3) days of the request being made.

Q. ELFA programs and, where applicable, non-ELFA providers, such as CalWORKs exempt providers, attend regularly scheduled onboarding orientation and information sessions to learn about the enrollment and payment process, including the issuance of enrollment certificates, payments, and the TrustLine application as applicable.

ECE programs serving a specific target population, such as the FCS-Bridge Program, receive Trauma-Informed Training at least two times per fiscal year. Training modules follow local and state research-based best practices and are delivered in multiple languages according to the needs of the ECE educators.ECE programs have an updated list of points of contact for troubleshooting enrollment, payment, and/or administrative issues. They can reach leadership levels to help resolve enrollment and payment issues in a timely manner.

Service Area 3 - Service Objectives:

PROGRAM OPERATIONS AND SYSTEMS SUPPORTS

A. Services are provided in multiple languages (including, but not limited to, Spanish, Chinese, and English), in-person, by phone, email, and through a video conference online platform during the hours of at least 8:00 AM to 6 PM Monday through Friday. In-person services are available as the first option for service; however, priority is given to the family and the program's preference. Extended evening hours may be available and broadly advertised to families and programs.

B. Responsiveness to families and programs occurs within 24 hours of being contacted. From the first contact to enrollment in a child care program, the targeted wait time for enrollment is no more than 5 working days.

C. Families eligible for program-specific funding or mandated participation, such as CalWORKs and Family and Children Services, will receive timely in-person or virtual orientation to services at DEC-determined sites or collaborating City Agencies' sites.

D. Families transitioning from CalWORKs Stage 1 to CalWORKs Stage 2 are timely and seamlessly transitioned to continuing services, including recertifications per state rules.

E. State funding is leveraged by prioritizing it for CPS and ELFA families that may need before- and after-school care after their children turn 5 years old and are enrolled in a preschool or elementary school program.

F. For program-specific referrals and/or as requested by the referring agency, in cases where the child is placed with a family member in San Francisco County, out of San Francisco County, or outside of California, families receive assistance in coordinating the enrollment process and facilitating payments to child care providers in those locations.

G. Payments for programs, such as the Emergency Child Care Bridge Program for Foster Children, are coordinated and executed for in-and-out County/State programs.

H. All voucher and authorized DEC payments must be paid following the DEC published reimbursement rate ceilings and/or combined with State/Federal payment rates and DEC policies.

I. Families in state-funded programs maintain their eligibility per state regulations—calculating changes in income and family fees, authorizing changes in child care when hours of activities change, requesting third-party documentation, etc.—and transitioning families into CalWORKs Stage 3 at the end of their Stage 2 eligibility period.

J. Inter-agency collaborations with other Community Service Organizations that are part of Access and Enrollment and/or related service areas or contracts are aligned with DEC's strategic priorities.

K. ELFA-Gap funding for all state vouchers is calculated and sent directly to eligible programs based on enrollments documented through the DEC-approved voucher database system.

L. All State Child Care Notices of Action regarding changes in eligibility are issued per the state or any other applicable laws. All families will be given reasonable notice of action as required by State regulation.

M. License-exempt care providers, including related license-exempt caretakers, are Fingerprinted using the TrustLine system per State law. No child care payment shall be made until the provider is criminally cleared through the TrustLine process, and all retroactive TrustLine clearance time limits shall be administered per State policy.

N. Cross-agency participation is provided as needed, including DEC's all partner meetings, Round Tables, meetings, conferences, and ECE program gatherings.

SYSTEMS-PROCESSES QUALITY ASSURANCE AND REPORTING

A. Confidentiality agreements are updated and signed annually for all DEC-related programs and assigned management staff, and updated agreements are secured between collaborating agencies with access to publicly funded families' information.

B. The data system allows families and programs easy access to program documents, information, attendance sheets, explanations of payments, and other relevant information. However, utilizing online portals is not compulsory, and other alternatives to receiving information are made available and widely and timely communicated to programs and families.

C. Early Learning System San Francisco (ELSF) or an alternate data system option approved by DEC will generate an application for ECE services for families to determine their eligibility and enrollment and track capacity and vacancy information. The use of ELSF is aligned to Service Areas 1 and 2 with the intention that the family support and program connection is enhanced, not duplicative, and does not increase the number of points of contact.

D. Families receive assistance in developing a profile and articulating preferences for care. Activity is monitored within the system, and as families are matched with possible programs, follow-up with families via email, text, or phone calls, as appropriate, to support family exploration of options and progress toward enrollment in subsidized child care. This process is linked to Service Area 1.

E. DEC receives a monthly summary of funded enrollment and payment projections, including, but not limited to, funding sources, program name, internal agency program code, annual contract value, administrative costs, monthly expenditures, actual enrollments, pending payments, and any other pertinent information. The report will include a monthly summary and recommendations for funding, access, and enrollment actions.

F. The enrollment and payments projections report is reviewed at a regular monthly meeting to inform decisions related to utilizing funding from local, state, and federal sources and ensure funding is maximized and accessible to families and programs in a timely manner.

DATA TRACKING AND REPORTING

A. Code assignment to referral-specific programs such as FCS child care services, CalWORKs, etc., will be collected as requested by DEC, HSA, CDE, and/or CDSS to ensure proper tracking and invoicing for state and federal claiming purposes. DEC, HSA, State Departments, or other DEC-approved referring entities shall identify the eligibility and case status, and the Grantee will pay and bill according to the reported status.

B. Maintaining funding records for ECE programs and individuals on DEC's behalf and under its specific direction. Additionally, these responsibilities include but are not limited to tracking and reporting on payments and tax information, determining funding eligibility, and providing customer payment support within five (5) working days.

ACCESS AND ENROLLMENT TECHNICAL ASSISTANCE AND ADDITIONAL SUPPORT

A. Families receive user support in applying to and using Early Learning SF (ELSF) to seek and secure a quality child care option.

B. Update ELSF family applications, deactivate them, and merge duplicates for all assigned family applications. Applications are updated as often as needed or at least quarterly.

C. ECE and DEC-approved CBO programs receive technical support for their required use of data systems. Generally, families and/or programs receive an orientation to DEC-funded programs, help troubleshoot problems, identify system, process, policy, or procedure gaps, and design and deliver one-on-one and group support to address identified needs. All support will be offered in Chinese, Spanish, and English.

D. Participation and Funding Agreements are executed, amended, or terminated as instructed by DEC. Issuing a Participation Agreement includes tracking liability insurance certificates, and other relevant or DEC-specified documents related to funding agreements, grants, stipends, etc.

E. Issue payments on behalf of the state's QRIS Block Grant for Title 5 CSPP Programs. In coordination with DEC, the grantee will distribute the Quality Rating Improvement System (QRIS) Quality Improvement Grant awards for Title 5 CSPP Funded Programs based on the locally established funding formula for eligible CSPP programs rated at QRIS Matrix Tier 4 and 5.

F. As needed, participate in in-person events at various public venues, including DEC's all-partner meetings, conferences, and ECE program gatherings, including ECE provider round tables.

G. Full compliance with all federal, state, and local program requirements, policies, and laws related to the administration of enrollments, payments, and reporting is followed, including compulsory confidentiality requirements; however, state law permits the sharing of information with the purpose of administration between authorized agencies, and in such cases, authorization to exchange information forms are collected.

H. Contract compliance, program administration, and program and individual performance play important organizational roles. The agency has guidelines and exemplary practices for implementing this grant's administrative requirements.

I. The entity's executive is responsible for identifying and anticipating potential administrative or programmatic oversights impacting services, including determining the cause and correcting the issues. These issues must be reported to DEC promptly and not to exceed five (5) working days for urgent or timely situations that require DEC involvement.

J. Stakeholders' participation in program design. To do so, family and program participation is encouraged by implementing a feedback process to inform best practices. Accurate information and communication to stakeholders are disseminated promptly, efficiently, and in consultation with DEC. Messaging will meet the audience's language needs and standard reading levels. DEC is consulted and/or informed of any communication intended to reach stakeholders at least five (5) working days before sending out information to align messaging and DEC communication priorities.

K. Service delivery implementation, proposals for additional support, and team-building strategies are developed and aligned with Service Areas 1, 2, and 3 of this RFGA and follow the Controller's Cost Categorization Matrix, which is where DEC's cost reimbursement and budget guidelines, fiscal practices, and priorities are aligned.

L. Finances are managed efficiently, and expenses are within the approved budget. Funding and resources fully comply with the state, federal, and DEC's cost categorization, allocation, and other fiscal practices. Financial documents are available for DEC to review as needed. Program delivery and administration invoices are available and reviewed monthly.

M. Work distribution is transparent, aligns with administrative costs, and aligns with program service areas. A time study process is implemented to support and align work distribution and administrative expenses and to justify changes.

N. Points of contact assigned to all service areas are available to DEC and will prioritize meetings, process/policy and procedure reviews, and troubleshooting accordingly and as requested.

D. Outcome Objectives and Performance Measures

The primary purpose of outcome objectives and performance measures is to understand service quantity, quality, and impact. A comprehensive understanding of families' ECE needs and enrollment experiences is essential to best support San Francisco's families. As the first point of engagement with DEC, having accurate and thorough data and metrics ensures that DEC can best position the department to successfully deliver on the strategic goals of ensuring every child in San Francisco has a solid foundation to support future success. The ability to do so and engage in continuous quality improvement to optimize DEC's path to get there starts with accurate, timely, and thorough data. In collecting this information, a balance should be created between the value of the information and the time/effort required to collect it. Objectives stated in the proposal may incorporate the pre-existing service and outcomes objectives detailed below and additional objectives proposed by the applicant(s), so long as they match the services provided and this solicitation's overarching goals and vision.

Table D:

Service Area 1 and 2 Outcome Objectives and Performance Measures	
Outcome Objective	**Performance Measure**
Monthly Reporting Activities: Monthly meetings are convened to review the current status of activities that fall under the Service Area 1 and 2 objectives. This will also provide an opportunity to problem-solve as needed.	• # of families who engaged with an information and referral partner agency • # of families who engage with DEC-ECE enrollment tools • # of referrals provided to families • # of applications received for DEC support for ECE • # of children enrolled in DEC-network sites according to site-level ECE program • # of family-program connections made that matched family's cultural and linguistic needs with programs that can attend those needs. • Total amount of funding provided to eligible families • Type of enrollments broken out by funding sources across the DEC-network sites. • # of families able to enroll in their first choice site • Demographic information of families who engage with partner agencies/DEC and those who actually enroll
Quarterly Reporting Activities: In November and April of each contract year, a report that summarizes performance measure data and provides a narrative to contextualize the data with how things are going in relation to the programmatic outcomes (as articulated in the Logic Model, see Appendix 1) and how resources/inputs and outputs are supporting the outcomes. This includes a narrative that connects the current data to how families were supported in making a program-family-child connection and how families were supported with early care and education information that met and prioritized their children's development needs.	
Annual Reporting Activities: In August of each contract year, DEC reviews and approves report templates, quantitative and qualitative metrics, self-evaluation methods, and implementation plans for the fiscal year. In December and May of each contract year, DEC receives an agency self-evaluation for Service Area 1 supported by quantitative and qualitative data and includes a Plan of Action to inform short and mid-term program design, policy, or process changes. All prior fiscal year's descriptive and quantitative enrollment data will be submitted to DEC by August. A year-end report summarizing the previous fiscal year data should be provided by October. This includes summaries of all performance measure data and a review of any observed patterns and emergent needs from families in San Francisco. The successes and opportunities for growth should also be highlighted as part of the year-end report. A Diversity, Inclusion, and Racial Equity report demonstrating how racial equity values were exemplified throughout their organizational and program operations for Service Area 1 (as described in the section Racial Equity of this RFGA). This report includes the organization's demographics and aggregate data about race, gender, and language of the board of directors, executive staff, managers, and staff, as well as aggregate demographics of families, programs, and children served.	

Service Area 3 Outcome Objectives and Performance Measures	
Outcome Objective	**Performance Measure**
Monthly: Monthly meetings are convened to review recurring Service Area 3-related items are reviewed as part of monthly meetings with funding agency. These meetings will provide an opportunity to address barriers or challenges to administrative and funding support need for families. Enrollment information should be entered and recorded on a monthly basis, and this meeting will also provide an opportunity to identify any emergent needs.	• # of days between initial application and enrollment • # of times families contacted within 24 hours after first contact. • # Of points of contact a family has with partner agencies / DEC • # of active enrollments compared to DEC-network capacity • Timeliness of service payments at the start of each month (# of business days) • Frequency of vacancy, reporting/updates in DEC-ECE enrollment tools. • Individual enrollment by student according to individual site
Quarterly Reporting: Service Area 3 administers the service delivery in the Logic Model and articulates how the organization plans, anticipates, and executes service delivery and administration and achieves service outcomes. As part of November and April quarterly reporting for Service Area 1 and 2, data related to Service Area 3 performance measures will also be summarized and narrative will be provided to discuss implementation and service delivery.	
Annually: The grant recipient must observe standards of organization, management, and administration that will ensure, as reasonably possible, that all program activities are conducted in a manner consistent with the purposes of the RFGA and aligned towards achieving the Service Area 1 and 2 outcomes. In July of each contract year, the applicant must share their Administrative Management Strategy with DEC, which addresses their ability to meet those expectations successfully. DEC receives a stakeholders' participation plan in July of each contract year to articulate family and program participation in program design, improvements, and best practices. The fiscal year-end report (submitted in October for the prior fiscal year) should also include a self-evaluation from the agency that identifies areas where DEC can support continuous quality improvement of program implementation.	

E. Reporting Requirements

The City is committed to evaluating the value and impact of funding efforts. Agencies awarded funds will be required to track, analyze, and report on data related to the following types of performance measures:

- Measures of participation in services;
- Measures of program quality; and

- Measures of participant level changes and outcomes.

Moreover, funded agencies will also be asked to participate in the following activities specifically designed to support effective performance measurement and evaluation:

- Use of a standardized intake and data collection process for new program participants;
- Use of a standardized contract monitoring and data tracking system to capture fiscal information, implementation progress, participant demographics, and participant attendance in core services;
- Use of standardized program quality assessment tools (may be participant assessments of program and/or program self-assessments) to ensure compliance with minimum standards of quality (e.g. National Family Strengthening and Support Standards);
- Use of pre and post-survey instruments relevant to the desired outcomes (e.g. the Parent and Family Adjustment Scale is used pre and post all Curriculum Based Parent Education classes);
- Participation in training as required, and ongoing support and oversight of staff to ensure effective administration of above data collection tools;
- Distribution and collection of forms to obtain client consent to participate in data collection and evaluation activities;
- Analysis of collected data and reporting on the results (as required)
- Participation in studies to explore specific evaluation and research questions (as required).

If selected, agencies may be asked to work with DEC consultants and/or staff in implementing, with fidelity, required evaluation methods and evaluation of outcome measures.

DEC is developing parent engagement strategies to inform ongoing program development for its funded initiatives. Agencies funded by this RFGA may be asked to participate in these activities by recruiting program participants, hosting input sessions, and other associated activities.

DEC is investigating and implementing options to diversify the funding that finances family support activities. Agencies awarded grants may be required to participate in compliance and reporting activities associated with these funding sources. This could include time study, participant data reporting, additional performance measures, and other activities.

Communications and Marketing

As a condition of being selected, the grantee agrees to acknowledge DEC and/or the City in external communications efforts related to the services and activities funded by this RFGA. This acknowledgment could include a statement, logo, or visual/verbal representation indicating that the project was made possible with support from the grantor. The DEC team will provide ongoing support and guidance in fulfilling this requirement. Grantee may be asked to furnish copies of relevant promotional and/or marketing materials for review prior to being released to the public. Where instances of promotion for both the grantor and the grantee are available, collateral material may be provided for use by the grantor. Additional external facing collateral material, and training or technical assistance on how to utilize, may also be introduced to grantees with the expectation that it be used in the promotional/marketing and outreach efforts for services and activities funded by this RFGA.

IV. Proposal Evaluation Criteria

Evaluation Phase	Maximum Points
Minimum Qualifications Narrative	Pass/Fail
Budget Proposal	25 Points
Written Proposal	75 Points
TOTAL	**100 Points**

A. Minimum Qualifications (Pass/Fail)

Proposers must provide a Minimum Qualifications Narrative that clearly demonstrates each Minimum Qualification (MQ) listed below has been met. Minimum Qualification documentation should be clearly marked as "MQ1", MQ2", etc.… to indicate which MQ it supports. 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. The City reserves the right to request clarifications from Proposers prior to rejecting a Proposal for failure to meet the Minimum Qualifications.

Table E

MQ #	Description
MQ1	Proposers must demonstrate at least 5 years of experience in providing early care information to low and middle-income San Francisco families and supporting them to make informed parent-program connections that lead to a successful child enrollment in a quality program. To achieve this proposers must have a deep understanding of San Francsico Early Care and Education landscape, families and ECE programs.
MQ2	Proposers must demonstrate at least 5 years of experience in administering and managing early care supply and demand, facilitating family-child enrollments in quality programs and deep understanding of federal, state local ECE funding, to issue accurate and timely payment to participating programs. These years of experience include successfully leveraging and maximizing federal and state funding. Proposers for this Service Area must clearly state if they are in possession of designation as Alternative Payment Program (AP) agency to administer CA State Department of Education and CA Department of Social Services funding. ***Note: Some State enrollment funding requires administration of this funding by AP programs only. DEC may designate specific funding to eligible and selected agencies***

MQ3	Proposers must demonstrate at least 5 years experience in program administration for government funded programs, be in full contract compliance with DEC, CA State Department of Education and the CA Department of Social Services and any other City of San Francisco's Department contracts. Experience includes providing administration of services for the priority populations as defined in this RFGA. Proposers must clearly describe their experience in management of data collection, documentation collection of eligibility information and experience in reporting on outcome objectives in local, state and/or federally funded programs.
MQ4	Proposers must be a certified vendor with the City and County of San Francisco or the ability be become a certified vendor within ten (10) days after notice of intent to award.
MQ5	Proposers is a non-profit organization filed IRS as a 501(c)(3) and/or equivalent.

B. Evaluation Panel Scoring

The primary purpose of Evaluation Panel scoring is to assess and score the application's quality and responsiveness to the RFGA. Application scoring will be completed by subject matter experts recruited from community, government, and other sources to assist with this process. Applications that meet minimum qualification requirements will move on to the Evaluation Panel and will receive an Application Score. Before reading applications, all subject matter experts will be trained on the goals, service requirements, and target populations for this RFGA. Each reader will use a rubric provided by DEC to assign a score between 0 and 100 points to each proposal. The point values for each section in the scoring rubric are listed below. For consistency in scoring, the following are mandatory section headings for each application.

Table F

Application Section	Maximum Score
Minimum Qualifications	Pass/Fail
Program Approach	50
Organizational Capacity	25
Budget Proposal	25

V. WRITTEN PROPOSAL (75 POINTS)

In addition to submitting documents supporting each Minimum Qualification as required by this Solicitation, Proposers shall also submit a complete Proposal consisting of each item set forth in *Attachment C, Written Proposal.*

VI. BUDGET PROPOSAL (25 POINTS)

A. Budget Proposal Format and Allocation of Points

In addition to submitting Minimum Qualification Narrative as required by this Solicitation, Proposers shall also submit a complete Budget Proposal consisting of each item set forth in Attachment D, Budget Proposal. **Please refer to instructions outlined in Appendix 3.**

B. Budget Proposal Evaluation Period

The City will attempt to evaluate Budget Proposals within one-hundred eighty (180) days after receipt of Proposals. If City requires additional evaluation time, all Proposers will be notified in writing of the new expected award date.

VII. SUBMISSION REQUIREMENTS

A. Mandatory Letter of Intent Submission Instructions

Proposers intending to apply are required to submit a letter of intent to DEC by **January 15, 2025 at 5:00 PM PST**. The letter of intent should be on agency letterhead and indicate the proposer's intent to apply for this solicitation (DEC24-06). To the extent possible, the letter should name the proposers to receive funds through the proposed contract, including the lead Proposer and any subcontractor agencies. The letters of intent are not binding and are used by staff to anticipate the number of proposal evaluation panel members needed. The letters of intent are to be emailed to **DEC-Contracts@sfgov.org**. Please include the term "RFGA DEC24-06 Letter of Intent" in your subject line.

B. Time and Place for Submission of Applications

Proposers shall submit their applications via email to **DEC-Contracts@sfgov.org** by **January 29, 2025 at 12:00 PM PST**. Email submissions should be clearly marked. If there were corrections made to the original submission, please resend the full corrected application. Partial or complete omission of any required content may disqualify Proposals from further consideration. Late Proposal submissions will not be considered and failure to adhere to the above requirements may result in the complete rejection of your Proposal.

Proposers are required to apply to all three service areas and must submit three (3) separate emails – one for each service area. Each email must include three (3) electronic PDF files and one (1) Excel document.

Please refer to Appendix 4 – RFGA Forms Overview for detailed instructions on RFGA proposal submission.

VIII. SUPPORTING DOCUMENTATION REQUIRED PRIOR TO CONTRACT EXECUTION

Proposers must provide each Required Supporting Documentation ("RSD") identified below prior to Award. Failure to do so may result in the Proposal being deemed Non-Responsive.

RSD #1	Evidence that Proposer is compliant or likely to become compliant within 30 calendar days of the Proposal Due Date with San Francisco Labor and Employment Code Articles 131 and 132.
RSD #2	**Completed Proposal Attachments:** ☐ Attachment E: HCAO and MCO Declaration Forms ☐ Attachment F: First Source Hiring Form
RSD #3	Insurance in accordance with Article 5 of Attachment A, City's Grant Terms.
RSD #4	**Non-Profit Entities:** If Proposer is a non-profit organization and receives a cumulative total per year of at least $250,000 in City funds or City-administered funds: (1) a statement describing Proposer's efforts to comply with the Chapter 12L provisions regarding public access to Proposer's meetings and records, and (2) a summary and disposition of all complaints concerning the Proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. If no such complaints were filed, the Proposer shall include a statement to that effect. *Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Proposer's Chapter 12L submissions shall be grounds for rejection of the Proposal and/or termination of any subsequent agreement reached on the basis of the Proposal.*

IX. CITY'S SOCIAL AND ECONOMIC POLICY REQUIREMENTS

The San Francisco Municipal Code establishes a number of requirements for people seeking to do business with the City ("Social and Economic Policy Requirements"). These Social and Economic Policy Requirements can be found in Attachment A, City's Grant Terms, which Proposers are encouraged to carefully review. The Social and Economic 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. Nondiscrimination Requirements

A Proposer selected pursuant to this Solicitation may not, during the term of the Contract, 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 San Francisco Labor and Employment Code Articles 131 and 132. Refer to Attachment A, City's Grant Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.

B. Insurance Requirements

Unless otherwise stated, within thirty business days of the receipt of a notice of award of a Contract, the Proposer to whom the contract is awarded shall deliver the specified insurance certificates and policy endorsements to City. If the Proposer fails or refuses to furnish the required insurance within thirty days after receiving notice to award a Contract, the City may, at its option, determine that the Proposer has abandoned its Proposal. Thereupon the tentative award of said contract to this Proposer shall be canceled. The most commonly required insurance certificates are outlined in Attachment A, City's Contract Terms. The department will work with each awarded agency and the City's Risk Manager to determine the appropriate levels of insurance.

C. Health Care Accountability Ordinance

A Proposer selected pursuant to this Solicitation shall comply with Labor and Employment Code Article 121 For each Covered Employee, the awarded Contractor shall provide the appropriate health benefit set forth in Article 121.3. If the awarded Contractor 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 Article 121, as well as the Health Commission's minimum standards, is available on the web at http://sfgov.org/olse/hcao. An awarded Contractor is subject to the enforcement and penalty provisions in Article 121. Any Subcontract entered into by the awarded Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

D. Minimum Compensation Ordinance

A Proposer selected pursuant to this Solicitation shall comply with Labor and Employment Code Article 111. For each Covered Employee, the awarded Contractor shall pay no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. An awarded Contractor is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at http://sfgov.org/olse/mco. An awarded Contractor is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section.

E. First Source Hiring Program

A Proposer selected pursuant to this Solicitation shall comply with all of the applicable provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code.

F. Non-Profit Entities

To receive a contract under this Solicitation, any nonprofit Proposer must be in good standing with the California Attorney General's Registry of Charitable Trusts by the time of contract execution and must remain in good standing during the term of the agreement. Upon request, Proposer must provide documentation to the City demonstrating its good standing with applicable legal requirements. If Proposer will use any nonprofit subcontractors to perform the agreement, Proposer will be responsible for ensuring they are also in compliance with all requirements of the Attorney General's Registry of Charitable Trusts at the time of Contract execution and for the duration of the agreement.

G. Other Social Policy Provisions

The City's Contract Terms, identifies the City's applicable social policy provisions related to a contract awarded pursuant to this Solicitation. Proposers are encouraged to carefully review these terms and ensure they are able to comply with them.

X. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

A. 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.

B. RFGA 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 DEC website. **The Proposer shall be responsible for ensuring that its Proposal reflects any and all 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 PROPOSERS OF THE TERMS FOUND IN THIS SOLICITATION, ANY AND ALL ADDENDA ISSUED TO THIS SOLICITATION, AND THE PROPOSED CONTRACT TERMS.

C. 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.

D. Limitation on 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 Administrator whose name appears in this Solicitation. Any attempt to communicate with any party other than the Contract Administrator whose name appears in this Solicitation – 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.

E. Proposal Selection Shall not Imply Acceptance

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 approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable amount of time DEC, in its sole discretion, may terminate negotiations with the highest ranked applicant and begin contract negotiations with the next highest ranked applicant.

F. Cybersecurity Risk Assessment

As part of City's evaluation process, City may engage in Cybersecurity Risk Assessment (CRA). CRA may be performed for each entity manufacturing the product, performing technical functions related to the product's performance, and/or accessing City's networks and systems. Where a prime contractor or reseller plays an active role in each of these activities, CRA may also be required for the prime contractor or reseller.

To conduct a CRA, City may collect as part of this Solicitation process one of the following two reports:

- **SOC-2 Type 2 Report:** Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy; or
- **City's Cyber Risk Assessment Questionnaire:** Proposer's responses to a City's Cyber Risk Assessment Questionnaire.

The above reports may be requested at such time City has selected or is considering a potential Proposer. The reports will be evaluated by the soliciting Department and the City's Department of Technology to identify existing or potential cyber risks to City. Should such risks be identified, City may afford a potential Proposer an opportunity to cure such risk within a period of time deemed reasonable to City. Such remediation and continuing compliance shall be subject to City's on-going review and audit through industry-standard methodologies, including but not limited to: on-site visits, review of the entities' cybersecurity program, penetration testing, and/or code reviews.

G. Solicitation Errors and Omissions

Proposers are responsible for reviewing all portions of this Solicitation. Proposers are to promptly notify the City, in writing and to the Solicitation contact person if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the Solicitation. Any such notification should be directed to the City promptly after discovery, but in no event later than the deadline for questions. Modifications and clarifications will be made by Addenda as provided below.

H. 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, no later than the deadline for questions, provide written notice to the City 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.

I. Protest Procedures

1. 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.

2. Protest of Non-Responsible Determination

Within three (3) business days of the City's issuance of a Notice of Non-Responsibility, a Proposer may submit a written Notice of Protest of Non-Responsibility. 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.

3. Protest of Contract Award

Within three (3) 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.

4. 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 must be delivered by mail or email to the Contract Administrator whose name and contact information appears on the cover page to this Solicitation and received by the due dates stated above. 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.

J. Proposal Term

Submission of a Proposal signifies that the proposed products, 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.

K. 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 Due Date for any Proposer. At any time during the Proposal evaluation process, the City may require a Proposer to provide oral or written clarification of its Proposal. The City reserves the right to make an award without further clarifications of Proposals received.

L. Proposal Errors and Omissions

Failure by the City 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.

M. 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.

N. 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 or go to https://sfethics.org/compliance/city-officers/city-contracts/city-departments/notifying-bidders-and-potential-bidders.

O. 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.

P. 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.

Q. 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.

Appendix 1: Access and Enrollment Logic Model

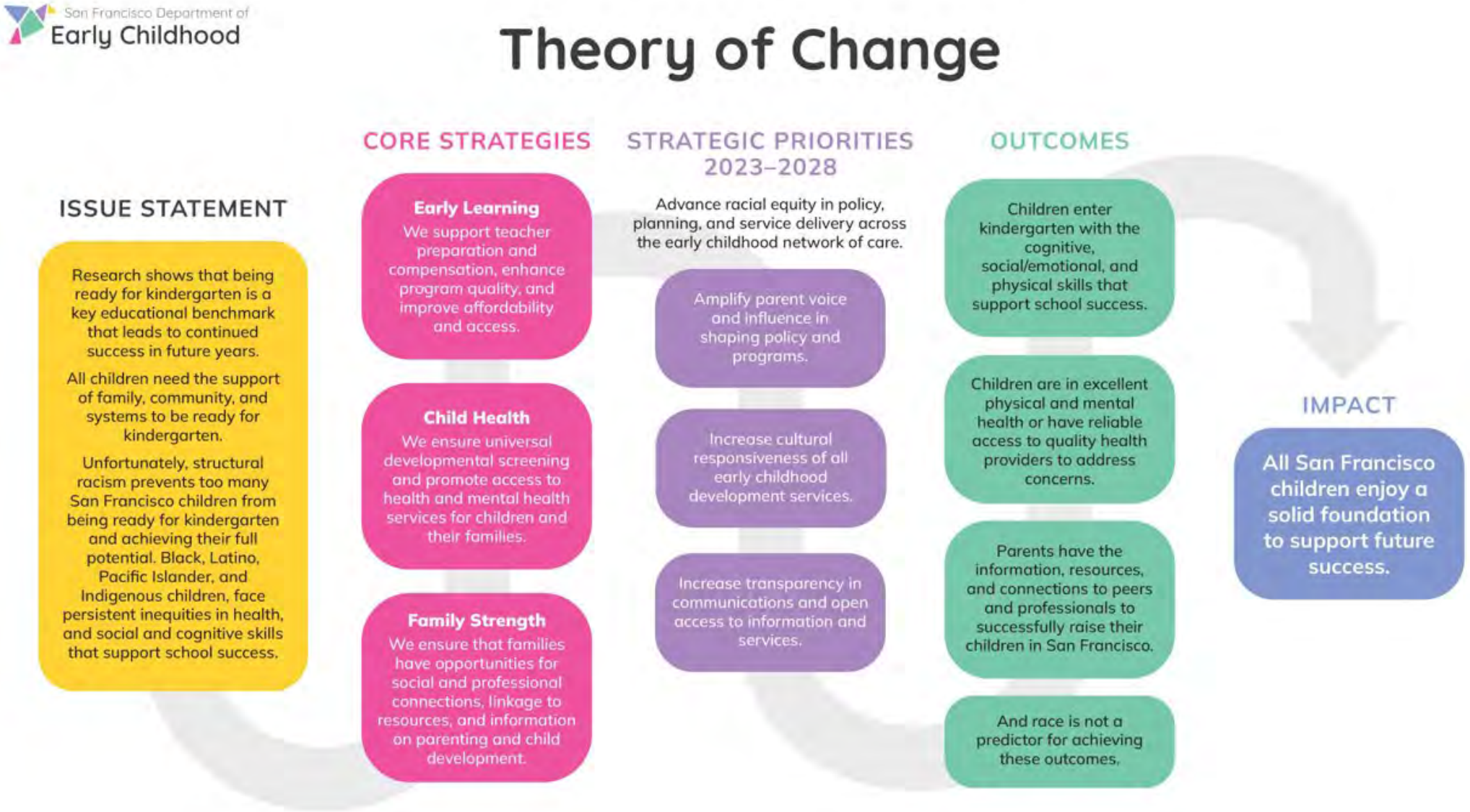
1. **Initiative 1: Access and Enrollment Logic Model**

INPUTS	KEY STRATEGIES & ACTIVITIES	OUTPUTS	SHORT-TERM/MID-TERM OUTCOMES	LONG TERM OUTCOMES
Funding to eligible families for access to high quality ECE services and enrollments. Strong partnerships with early educators at child care centers and family child care homes Robust service delivery systems and support facilitate family-child and program connection Timely enrollment and advance payment of services. .	**Support families** in receiving ECE information and facilitating family-child and program connection and timely child enrollment in ECE programs that meet their children's developmental needs. ***Through strong community partnerships*, the Access and Enrollment initiative** builds and maintains relationships with families and early education programs through the following activities: • Connecting parents to ECE services that are available in their communities and that meet their child developmental needs. • Provide "best fit" ECE referrals based on family needs/preferences, such as language, child's age, geographical location, etc. • Facilitate direct and indirect enrollment in ECE quality programs. • Make funding available to ensure families access ECE quality programs and coordinate multiple funding sources in the city. • Maintain administrative systems that are robust, flexible and efficient and promote ongoing administrative innovation, improvement and leverage resources. • Increase experience and build infrastructures to predict, anticipate and implement changes in ECE-related rules, laws, regulations, reporting and funding. • Track local, state or federal policy changes that impact how families access and enroll in ECE programs. • Access and Enrollment Operating guidelines are updated at least once annually to reflect the policy and process changes in local, state and federal laws. • Family program service delivery reports are reviewed quarterly to inform policy or procedures changes and to incorporate family's and program's feedback.	# of families who engage with an information and referral partner agency # of families who engage with DEC-ECE enrollment tools # of referrals provided to families # of applications received for DEC support for ECE # of children enrolled in DEC-network sites according to site-level ECE program # of family-program connections made that matched family's cultural and linguistic needs with programs that can attend those needs. Total amount of funding provided to eligible families. Type of enrollments broken out by funding sources across the DEC network. Number of families able to enroll in their first choice Demographic information of families who engage with partner agencies/DEC and those who actually enroll	Families in San Francisco are confident in their knowledge and ability to explore different ECE program options, secure financial support as needed, and enroll their children in ECE programs that meet their needs. Families in San Francisco are satisfied with the accessibility, reliability, and quality of information – online and in print – provided by DEC, ELSF, and partner agencies, with regard to ECE program options, sources of financial support, and the enrollment process. Families in San Francisco feel well-supported by information and referral partner agencies in navigating their ECE program options, sources of financial support, and the enrollment process. Families in San Francisco know how to identify ECE programs with vacant spaces. Families needing financial support for their children's ECE enrollment receive it in an efficient and timely manner. The delivery of services for programs and families is improved and **does** not exceed five (5) working days. Monthly actual enrollment and payment information is used to forecast future enrollments and payments to make informed budget decisions. Race/ethnicity and language do not factor into families' level of satisfaction with information and support around ECE access and enrollment.	All children in San Francisco have access to affordable, high-quality ECE experiences. Children enter Kindergarten with the cognitive, social/emotional, and physical skills that support school success. Children are in excellent physical and mental health or have reliable access to quality health providers to address concerns. Parents have the information, resources, and connections to peers and professionals to successfully raise their children in San Francisco. Race is not a predictor for achieving these outcomes. All San Francisco children enjoy a solid foundation to support future success.

		# of days between initial application and enrollment # of times families are contacted within 24 hours after first contact # Of points of contact a family has with partner agencies / DEC # of active enrollments compared to DEC-network capacity Frequency of vacancy reporting/updates in DEC-ECE enrollment tools Timeliness of service payments at the start of each month (# of business days)		

Additional Context: • In San Francisco, there is a high cost of living, lack of affordable housing, and difficulty meeting basic needs for target populations. • Black, Latino, Pacific Islander, and Indigenous children face persistent inequities in health, social, and cognitive skills that support school success.	**Assumptions** • The strategy of the Access & Enrollment initiative is the combination of services for the individual parent/caregiver and child to create long-term positive impact for the whole family. • A family may have multiple access points to ECE services.

Appendix 2: Theory of Change



Appendix 3: Department of Early Childhood Budget Forms and Instructions

Budgets should be submitted in the standard Department of Early Childhood (DEC) format using the provided DEC Budget Template (Attachment D).

The proposer must submit a separate budget for each service area. Each form should reflect an administrative budget only. Do not include pass-through amounts in your budget. Final budget amounts will be determined during contract negotiations. Please refer to the table below for an estimated breakdown between the administrative and pass-through amounts:

Service Areas	Administration	Pass-Through
1: ECE Information & Family-Child-Program Connection	$2,000,000	$0
2: Enrollment & ECE Program Reimbursement	$9,850,000	$150,150,000
3: Public Child Care Subsidies Administration & Early Learning For All System Supports	$327,000	$37,673,000

Please complete all sections of the DEC Budget Template in Excel per the instructions provided; read and follow all the instructions below as well as those within the DEC Budget Template. There are four (4) tabs in the DEC Budget Template, in addition to the General Guidance, as follows: Main Budget, Subcontractor, and Cost Allocation. Fields (cells) with $0 have formulas. Please do not adjust or delete these cells.

Please note that in the Main Budget Personnel-Salaries/Benefits, Operating/Program Expenses, Professional Services, and Subcontractors should include direct costs only. Direct costs must be clearly and easily attributable to a specific program, allowable, and provide a cost benefit to the deliverables outlined in the proposal. If there are shared costs included in the development of the budget they must be clearly identified and will be subject to budget negotiations prior to being included in the final budget of the awardee(s).

The last column of the Main Budget provides space to detail information and calculations that support the amount being requested for each budget line item. Please detail all mathematical computations for each line item and show how the total dollar amount was derived (e.g., the number of square feet of office space to be utilized multiplied by the rate per square foot or total cost divided by FTEs, the cost per month for insurance multiplied by the number of months in the fiscal year/contract term, the number of diapers per total number of participants to be purchased, etc.). Personnel should include a brief description of the position's responsibilities and the mathematical computation used to arrive at the total dollar amount requested.

If the proposer plans to utilize a subcontractor to complete portions of the deliverables of this grant agreement, they must complete a Subcontractor form for each subcontractor.

A Cost Allocation Plan is required with all submissions. Respondents must follow the City Controller's Office and DEC's cost categorization guidelines (Attachment G) for nonprofit contractors, which largely follow those described by Generally Accepted Accounting Principles (GAAP) and in the Federal OMB Uniform Guidance. The cost allocation plan should also include the total amount of indirect costs of the proposer and the calculation methodology used.

DEC has a de minimis indirect/administrative rate of 15% of total direct costs but may take a lower percentage upon request. Grantees proposing an indirect rate that is over 15% must provide documentation of a federally negotiated/approved indirect rate over 15% and/or complete a supplementary indirect cost rate request and provide any backup documentation requested by DEC. Indirect rates are not allowed on subcontractor indirect expenditures, capital expenditures, aid payments, other pass-through payments, 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 the established indirect rate can be applied to a particular expense, it should refer to DEC's Cost Categorization document (Attachment G). Please note that the indirect rate will be limited to $50,000 per subcontract towards the total indirect rate calculation. For each subcontractor listed, this limit will be calculated automatically on the Subcontractor Detail tab and populated on the Budget Summary tab.

Note: The proposed budget for the selected proposer(s) will be used as a starting point for budget negotiations. Selected proposals shall not imply acceptance of a final budget by DEC and will be subject to further negotiations and approval prior to contract execution.

These guidelines provide general information. If further clarification is needed, please submit a written request to DEC-Contracts@sfgov.org by January 13, 2025.

Appendix 4: RFGA Forms Overview

There are six required attachments for this RFGA. All attachments can be downloaded from the DEC website (https://sfdec.org/funding-opportunities/).

Proposers are required to apply to all three service areas and must submit three (3) separate emails – one for each service area. Each email submission must include four (4) attachments: **three (3) PDF files** and **one (1) Excel document**.

- The email subject line should read as follows: **"DEC24-06 Access & Enrollment - Proposer name (SA#)".**
- **First Combined PDF:** Labeled **"Proposer name_Proposal".**
    - Listed in order – Attachment B, Minimum Qualification Narrative, Attachment C in a single combined pdf format.
- **Second Combined PDF:** Labeled "**Proposer name_ Attachments".**
    - Contracts (Both Public and Private);
    - Job descriptions/resumes of key staff, Letter of references;
    - Any supplemental forms required for Attachment D.
- **Third Combined PDF**: Labeled "**Proposer name_Forms".**
    - Health Care Accountability Ordinance & Minimum Compensation Ordinance (Attachment E), and the First Source Hiring Agreement (Attachment F) in the third combined pdf.
- **One Excel Attachment:** Labeled **"Proposer name_Budget".**
    - Attachment D in Excel Format.

Please utilize the following naming conventions for the email subject line and its corresponding documents.

- DEC24-06 Access & Enrollment -Proposer name (SA#)
    - Proposer name_Proposal
    - Proposer name_Attachments
    - Proposer name_Forms
    - Proposer name_Budget

Format:

Applications must be created using a word processing software (e.g., Microsoft Word, Corel WordPerfect, LibreOffice, FocusWriter), 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), page margins should be at least 1" on all sides (excluding headers and footers), use 1.5 line spacing, and sections be within articulated page limits. Document footers should include sequential page numbers, agency name and category of the application (e.g., service area). **Please convert all forms into "PDF" format for proposal submission.**

Department staff will confirm receipt of all proposal submissions within three (3) business days after receipt of the application packet.

Attachments:

1. **Attachment A: City's Contract Terms**
Do not attach this with your application.

2. **Attachment B: Application Cover Page**
Submit Attachment B 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 organization is willing and able to perform the commitments contained in the proposal.

Complete and include with the Minimum Qualifications Narrative and Attachment C.

3. **Minimum Qualifications Narrative - Maximum of 3 pages**
Agencies 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 or grant.

4. **Contracts (Both Public and Private)**
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. Proposers receiving funding must not have any city contracts withdrawn or terminated due to fiscal or program compliance issues within the last 24 months. Any proposers with outstanding issues may not be eligible for proposal review or contract award.

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. **Attachment C: Written Proposal - Maximum of 29 pages**
Complete and include with Attachments B.

6. **Attachment D: Budget Proposal**
Complete and include in Excel format. Agencies must submit a separate budget for each service area.

7. **Attachment E: Health Care Accountability and Minimum Compensation Ordinance**
Complete and include with other attachments.

8. **Attachment F: First Source Hiring Agreement**
Complete and include with other attachments.

9. **Attachment G: DEC Guidelines for Cost Categorization**
For reference, do not attach this with your application.

Docusign Envelope ID: 28BA2A3C-8A98-4C0C-B956-91A53E0E2F82

Incomplete - Pending Signature

San Francisco Ethics Commission
25 Van Ness Avenue, Suite 220, San Francisco, CA 94102
Phone: 415.252.3100 . Fax: 415.252.3112
ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 250968

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4
(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)
A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of $100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: https://sfethics.org/compliance/city-officers/contract-approval-city-officers

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (*for amendment only*)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	**EMAIL**
Office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Matthew Ahn	6286523063
FULL DEPARTMENT NAME	**DEPARTMENT CONTACT EMAIL**
DEC Department of Early Childhood	MAhn@sfgov.org

Docusign Envelope ID: 28BA2A3C-8A98-4C0C-B956-91A53E0E2F82

Incomplete - Pending Signature

5. CONTRACTOR	
NAME OF CONTRACTOR Children's Council of San Francisco	**TELEPHONE NUMBER** 415-276-2900
STREET ADDRESS (including City, State and Zip Code) 445 Church Street, San Francisco CA, 94114	**EMAIL**

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	**ORIGINAL BID/RFP NUMBER**	**FILE NUMBER (*If applicable*)** 250968
DESCRIPTION OF AMOUNT OF CONTRACT $436,382,686		
NATURE OF THE CONTRACT *(Please describe)* The purpose of this grant agreement is to support the City's implementation of the San Francisco Citywide plan for Early Care and Education. This grant will continue to fund comprehensive Early Care and Education services through high-quality early learning programming to ensure school readiness for all children from birth to age five in San Francisco's network of early learning sites.		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
☐	**THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM**
☒	**A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES** Board of Supervisors
☐	**THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS**

Docusign Envelope ID: 28BA2A3C-8A98-4C0C-B956-91A53E0E2F82

Incomplete - Pending signature

9. AFFILIATES AND SUBCONTRACTORS			
List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.			
#	**LAST NAME/ENTITY/SUBCONTRACTOR**	**FIRST NAME**	**TYPE**
1	Abbas	Rehana	Board of Directors
2	Duseadau	Margu	Board of Directors
3	Jacobson	Amanda	Board of Directors
4	Behr	Sarah	Board of Directors
5	Blank	Evelyn	Board of Directors
6	Butler	Omar	Board of Directors
7	Hilberman	Jessica	Board of Directors
8	Lacob	Molly	Board of Directors
9	Levinson	Jake	Board of Directors
10	Neinken	Vera	Board of Directors
11	Sam	Jennifer	Board of Directors
12	Shinkai	Kanade	Board of Directors
13	Tutera	Amanda	Board of Directors
14	Warehouse	Maegan	Board of Directors
15	Watkins	Liz	Board of Directors
16	Wong	Ben	Board of Directors
17	Carlson	Barbara	CEO
18	Doyle	Ben	Other Principal Officer
19	Quiñonez	Claudia	Other Principal Officer

Docusign Envelope ID: 28BA2A3C-8A98-4C0C-B956-91A53E0E2F82

Incomplete - pending signature

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
20	Fischer	Eric	CFO
21	Rodriguez	José	Other Principal Officer
22	Warner	Phillip	Other Principal Officer
23	Stephens	Tiffany	Other Principal Officer
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			

Docusign Envelope ID: 28BA2A3C-8A98-4C0C-B956-91A53E0E2F82

Incomplete - pending signature

9. AFFILIATES AND SUBCONTRACTORS			
List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.			
#	**LAST NAME/ENTITY/SUBCONTRACTOR**	**FIRST NAME**	**TYPE**
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			
49			
50			
☐	Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.		

10. VERIFICATION	
I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete. **I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**	
SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK BOS Clerk of the Board	**DATE SIGNED**

San Francisco Department of
Early Childhood

1650 Mission Street,
Suite 312, San Francisco,
CA 94103
www.sfdec.org

September 12, 2025

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 with Children's Council of San Francisco for the provision to support the implementation of the San Francisco Citywide plan for Early Care and Education

Enclosed for the Board of Supervisors' consideration and approval, please find a resolution, which will authorize the grant agreement between the City and County of San Francisco and Children's Council of San Francisco for the amount of $436,382,686 for the period of July 1, 2025 to December 31, 2028.

The purpose of this grant agreement is to support the City's implementation of the San Francisco Citywide plan for Early Care and Education. This grant will continue to fund comprehensive Early Care and Education services through high-quality early learning programming to ensure school readiness for all children from birth to age five in San Francisco's network of early learning sites.

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

Attached please find a copy of the proposed resolution. Please calendar this item for the earliest meeting possible, as this is a time sensitive matter. Please notify Matthew Ahn, (Mahn@sfgov.org), with the date of introduction and reach out with any further information.

Thank you for your assistance.

Sincerely,

Ingrid X. Mezquita
Executive Director
Department of Early Childhood