

File No. 200238

Committee Item No. 1

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date April 15, 2020

Board of Supervisors Meeting

Date _____

Cmte Board

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

OTHER (Use back side if additional space is needed)

- | | | |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Human Services Commission Agenda and Minutes |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Request for Proposals No. 727 |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |

Completed by: Linda Wong

Date April 10, 2020

Completed by: Linda Wong

Date _____

1 [Grant Agreement Amendment - Low Income Investment Fund - Child Care Facilities and
2 Technical Assistance - \$66,303,295 Total Grant Amount]

3 **Resolution approving a second modification of the grant between the City and County**
4 **of San Francisco and Low Income Investment Fund for the provision of child care**
5 **facilities and technical assistance to support the City's implementation of the San**
6 **Francisco Citywide Plan For Early Care and Education, to extend the term up to two**
7 **years for a total term of July 1, 2017, to June 30, 2022, and to increase the grant amount**
8 **by \$37,205,496 resulting in a revised total grant amount of \$66,303,295 to commence**
9 **following Board approval.**

10
11 WHEREAS, The City and County of San Francisco, wishes to administer the Child
12 Care Facilities Fund and provide Technical Assistance; and

13 WHEREAS, The Office of Early Care and Education, in partnership with the Human
14 Services Agency, conducted a Request for Proposals for these services in October 2016; and

15 WHEREAS, Low Income Investment Fund submitted a responsive and responsible
16 proposal and was awarded the grant for the total amount of \$25,377,250 in January 2017 to
17 provide services for the period from July 1, 2017, through June 30, 2020; and

18 WHEREAS, The Human Services Agency completed a first modification to the original
19 agreement in July 2018, which did not change the agreement's not to exceed amount and
20 therefore did not require approval from the Human Services Commission or the Board of
21 Supervisors; and

22 WHEREAS, A second modification of the Low Income Investment Fund grant, to
23 extend the grant from July 1, 2017, through June 30, 2022, in the amount of \$37,205,496
24 resulting in a new total amount of \$66,303,295 was requested in February 2020; and
25

1 WHEREAS, The Human Services Agency Commission approved this second
2 modification to the Low Income Investment Fund grant at its meeting of February 12, 2020;
3 now, therefore, be it

4 RESOLVED, That the Board of Supervisors hereby approves the second modification
5 of the grant with Low Income Investment Fund in the amount of \$37,205,496 resulting in a
6 revised total amount of \$66,303,295 for the period of July 1, 2017, to June 30, 2022; and, be it

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

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

<p>Item 1 File 20-0238 <i>(Continued from April 8, 2020)</i></p>	<p>Department: Human Services Agency (HSA)</p>
<p>EXECUTIVE SUMMARY</p>	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed resolution would (1) approve a second modification to the grant between the Human Services Agency (HSA) and the Low Income Investment Fund (LIIF) for administration of the San Francisco Child Care Facilities Fund and provision of technical assistance to child care providers to increase the grant amount by \$40,926,045 from \$25,377,250 to an amount not to exceed \$66,303,295; and (2) extend the term by two years, for a total agreement term of July 1, 2017 through June 30, 2022. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • The Low Income Investment Fund (LIIF) launched the Child Care Facilities Fund to provide technical assistance and capital support to early care and education providers in 1998. LIIF is administered by the Office of Early Care and Education (OECE) in the Human Services Agency. The most recent grant between HSA and LIIF to administer the Fund was approved by the Board of Supervisors in September 2017. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • The proposed increase of \$40,926,045 in FY 2020-21 and FY 2021-22 is funded by \$6 million in excess revenue from the Education Revenue Augmentation Fund (ERAF), Child Care Capital Fund citywide child care development impact fees and IPIC neighborhood area plan child care development impact fees, as well as the General Fund, subject to Board of Supervisors appropriation approval. Funding will also come from CalWORKS, which is federally-funded under the Temporary Assistance for Needy Families (TANF) program. <p style="text-align: center;">Policy Consideration</p> <ul style="list-style-type: none"> • The Budget Outlook Update, prepared by the Budget and Legislative Analyst’s Office, Mayor’s Budget Office, and Controller, projects a FY 2019-20 shortfall in the General Fund budget ranging from \$167 million to \$287 million, increasing to between \$528 million to \$779 million in FY 2020-21 due to the impacts of the COVID-19 public health emergency. • Because of the projected shortfall in the General Fund budget, the Budget and Legislative Analyst considers approval of General Fund monies for the proposed contract modification in FY 2020-21 and FY 2021-22, totaling \$10,931,494 (\$1,210,944 in General Fund, \$6,000,000 in excess ERAF funds, and \$3,270,550 in contingency funds) to be a policy matter for the Board of Supervisors. <p style="text-align: center;">Recommendations</p> <ol style="list-style-type: none"> 1. Amend the proposed resolution to clarify that the total increase is \$40,926,045, from \$25,377,250 under the first modification to a not to exceed amount of \$66,303,295 under the second modification. 2. Approve the proposed resolution, as amended, for a total amount of \$55,371,801, including an increase of \$29,994,552 in the proposed second modification. Approval of an additional increase of \$10,931,494 in the second modification, to be funded by the General Fund in FY 2020-21 and FY 2021-22 is a policy matter for the Board of Supervisors. 	

MANDATE STATEMENT

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

BACKGROUND

In 1998, the Low Income Investment Fund (LIIF) launched the Child Care Facilities Fund to provide technical assistance and capital support to early care and education providers. LIIF is administered by the Office of Early Care and Education (OECE) in the Human Services Agency.

In September 2017, the Board of Supervisors retroactively approved a grant between HSA and the Low Income Investment Fund (LIIF)¹ for administration of the San Francisco Child Care Facilities Fund and provision of technical assistance to child care providers for the period of July 1, 2017, to June 30, 2020, in the amount of \$25,377,250 (File 17-0832). In July 2018, HSA approved a first modification² to the grant with LIIF which did not change the grant's not to exceed amount, and therefore, did not require approval from the Board of Supervisors.

Competitive Process

OECE selected LIIF after issuing a competitive request for proposals (RFP) in November 2016 to provide administration services to the San Francisco Child Care Facilities Fund and technical assistance to child care providers. LIIF was the only vendor who submitted a proposal. The RFP selection panel consisted of individuals knowledgeable on the subject matter and included staff from HSA, OECE, and the Office of Community Investment and Infrastructure (OCII). LIIF scored 91 points out of a total of 100. The contract term specified in the RFP is July 1, 2017 to June 30, 2020 with an option to extend for two additional years.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would (1) approve a second modification to the grant between the Human Services Agency (HSA) and the Low Income Investment Fund (LIIF) for administration of the San Francisco Child Care Facilities Fund and provision of technical assistance to child care providers to increase the grant amount by \$40,926,045 from \$25,377,250 to an amount not to exceed \$66,303,295; and (2) extend the term by two years, for a total agreement term of July 1, 2017 through June 30, 2022.

¹ The Low Income Investment Fund is a non-profit Community Development Financial Institution, a designation given by the U.S. Treasury Department to organizations that provide financial services in low-income communities.

² The first modification added a subcontract/consultancy service that was not part of the original scope of services. This new service included One-on-One Business Technical Assistance & Coaching, Family Child Care Business Workshop, Technology Trainings, and Financial Coaching workshops, which is being provided by Mission Economic Development Agency for FY 2018-19 and FY 2019-20 only. This service totals \$112,331, which is within the contingency amount of \$2,307,023 of the original grant.

Under the proposed grant, LIIF will continue to provide services in the following areas:

- Administration of facility grants (pre-development, capital development, start-up, move-in and renovation and repair grants) that increase and maintain licensed early care and education center and family child care capacity by developing new and improving existing facilities;
- Administration of financial assistance for licensed early learning settings such as: development, marketing, underwriting, financial grants and loans, monitoring, and repayment;
- Administration of the Child Development Capital Fund;
- Trainings and technical assistance related to the facilities' development process, including feasibility analysis, capital planning, architecture and design, construction development, permit process, start-up, and facility maintenance;
- Project management to ensure early childhood and education sites maintain a reasonable phase of construction and sign-off in larger, more complex projects;
- Individual technical assistance on capital campaigning, project financing, financial projections and board development;
- Data collection of facility development and expansion for reporting and evaluation purposes;
- Consultation and assistance regarding fiscal and operating issues to licensed early care and education centers serving low/moderate income children.
- Administration of the Interagency Plan Implementation Committee (IPIC)³ capital new development grants to increase access to early childhood education services within specific neighborhood area plans, and track fund expenditures and total project expenditures by project.

In addition, as part of the proposed second modification, LIIF will conduct a San Francisco Early Care and Education Facility Needs Assessment for FY 2019-20 with a detailed analysis of the citywide supply and demand by neighborhood, with bi-yearly updates.

Contractor Performance

According to the March 2019 Program Monitoring Report, LIIF was on target to achieve or exceed service and outcome objectives with the exception of three, in which HSA staff recommended reducing two service and outcome objectives to match actual performance.⁴

Facility Selection

According to Mr. Graham Dobson, Senior Policy Analyst at OECE, the following priority criteria are used to award new facility funding:

³ The Interagency Plan Implementation Committee (IPIC) is coordinated by the San Francisco Planning Department and is responsible for prioritizing projects and funding, and coordinating ongoing planning efforts for designated neighborhood area plans.

⁴ According to the Program Monitoring Report, the goal for (1) expansion childcare spaces funded through the Family Child Care Expansion grant should be reduced from 10 to 3, and (2) pre-development and startup grants should be reduced from 15 to 6.

- Facilities located in residential developments wholly or partially funded by the City and County of San Francisco (e.g. HOPE SF communities, alignment with the City's affordable housing plan, and public/private partnerships);
- Applicants serving a greater number of low to moderate income and/or CalWORKS, homeless or at-risk families, and/or enrollment of City-subsidized children;
- Early care and education spaces to be created and/or preserved will serve infants and/or toddlers;
- Early care and education spaces to be created and/or preserved will provide specialized services for children with special physical health or mental health needs;
- Acquisition of property for child care facility serving children under the age of 5;
- Nonprofit, 501(c)3 centers.

Additional funding criteria for facility grants include the following:

- The applicant must increase the number of child care spaces;
- The applicant must demonstrate financial and organizational viability for the child care operations for the term of the grant;
- The applicant must demonstrate that the grant funds are necessary to undertake or complete the project;
- The applicant must provide evidence that it has control of the designated child care site for the term of the grant (e.g., a lease with a minimum remaining term of five years for grants under \$100,000; a lease with minimum term of 10 years for grants \$100,000 to less than \$200,000; a lease with minimum term of 15 years for grants \$200,000 to less than \$500,000, a lease with minimum term of 20 years for grants \$500,000 to less than \$700,000, a lease with minimum term of 25 years for grants \$700,000 to less than \$1,000,000) or a lease with a minimum term of 30 years for grants greater than \$1,000,000).

In terms of how provider sites are selected for capital repair, a child care program must demonstrate the following:

- Without the grant funds their program will be closed; or
- Without repairs or equipment to be paid for with grant funds, the health and safety of children in care will be at risk; or
- The grant will be used to increase the accessibility of their program to children, families, or staff with special needs;
- Agency must demonstrate long-term sustainability beyond the term of the grant;
- The facility is located in a neighborhood where there is a demonstrated shortage of licensed early care and education serving low to moderate income families.

FISCAL IMPACT

The proposed resolution would increase the not-to-exceed amount of the contract by \$40,926,045, for a total not to exceed \$66,303,295. According to Mr. Dobson, changes to the scope of services include the following:

- Alignment and coordination with citywide training and technical assistance systems of support for early childhood education providers to access (e.g. First 5 San Francisco, Children’s Council of San Francisco, Wu Yee Children’s Services);
- Alignment with First 5 San Francisco on resources for the purpose of facility and open space development and design to improve the quality of classrooms and outdoor play areas;
- Conduct a San Francisco Early Care and Education Facility Needs Assessment for FY 2019-20 with a detailed analysis of the citywide supply and demand by neighborhood, with bi-yearly updates.

Mr. Dobson states that the City has added \$9 million of excess revenue from the Education Revenue Augmentation Fund (ERAF)⁵ to augment services provided to support child care and early education facility development. The one-time additional funding of \$9 million for the LIIF grant is available to be awarded to child care and early education providers for FY 2019-20, FY 2020-21, and FY 2021-22 with \$3 million for each fiscal year. According to Mr. Dobson, the two-year contract extension will accommodate the influx of this new facility funding.

In addition to ERAF, funding for the LIIF grant will come from Child Care Capital Fund citywide child care development impact fees and IPIC neighborhood area plan child care development impact fees⁶, as well as the General Fund, subject to Board of Supervisors appropriation approval. Funding will also come from CalWORKS, which is federally-funded under the Temporary Assistance for Needy Families (TANF) program. Table 1 below details the sources and uses of funds for the proposed grant from FY 2017-18 through FY 2021-22.

⁵ The Educational Revenue Augmentation Fund, or ERAF, is a state program that shifts a portion of local property taxes to public school systems in each county. If county auditors determine the fund has enough money to meet the minimum state funding requirements for its public schools and community colleges, the remaining funds are returned to the local governments.

⁶ Impact fees are imposed by San Francisco Planning Code Sections 414 and 414A on new or proposed development projects to generate funding for the additional public infrastructure and facilities needed to serve new development.

Table 1. Sources and Uses of Funds for Proposed LIIF Grant

Sources of Funds	FY 2017-18 (Actual)	FY 2018-19 (Actual)	FY 2019-20 (Budget)	Existing Agreement	FY 2020-21 (Proposed)	FY 2021-22 (Proposed)	Proposed Modification	Total
CalWorks	\$427,871	\$185,635	\$651,051	\$1,264,557	\$651,051	\$651,051	\$1,302,102	\$2,566,659
Child Care Capital Fund	\$1,390,375	\$3,193,465	\$8,486,530	\$13,070,370	\$12,561,049	\$5,500,000	\$18,061,049	\$31,131,419
IPIC Fees	\$1,262,643	\$108,571	\$3,199,797	\$4,571,011	\$5,783,401	\$4,848,000	\$10,631,401	\$15,202,412
General Fund	\$322,848	\$274,308	\$605,472	\$1,202,628	\$605,472	\$605,472	\$1,210,944	\$2,413,572
ERAF	\$0	\$0	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$6,000,000	\$9,000,000
Subtotal	\$3,403,737	\$3,761,978	\$15,942,850	\$23,108,566	\$22,600,973	\$14,604,523	\$37,205,496	\$60,314,061
Contingency			\$2,268,684	\$2,268,684		\$3,720,550	\$3,720,550	\$5,989,234
Total Sources	\$3,403,737	\$3,761,978	\$18,211,534	\$25,377,250	\$22,600,973	\$18,325,073	\$40,926,046	\$66,303,295

Uses of Funds	FY 2017-18 (Actual)	FY 2018-19 (Actual)	FY 2019-20 (Budget)	Existing Agreement	FY 2020-21 (Proposed)	FY 2021-22 (Proposed)	Proposed Modification	Total
Salaries & Benefits	\$476,853	\$526,831	\$686,504	\$1,690,188	\$717,519	\$749,775	\$1,467,294	\$3,157,482
Operating Expense	\$2,823,770	\$228,680	\$449,356	\$3,501,806	\$418,182	\$429,182	\$847,364	\$4,349,170
Indirect Cost (15%)	\$103,114	\$113,327	\$170,379	\$386,820	\$170,355	\$176,844	\$347,199	\$734,019
Consultancy Detail	\$0	\$27,736	\$84,595	\$112,331	\$0	\$0	\$0	\$112,331
Capital Detail	\$0	\$2,865,404	\$14,552,016	\$17,417,420	\$21,294,917	\$13,248,722	\$34,543,639	\$51,961,059
Subtotal	\$3,403,737	\$3,761,978	\$15,942,850	\$23,108,565	\$22,600,973	\$14,604,523	\$37,205,496	\$60,314,061
Contingency (10%)				\$2,268,684			\$3,720,550	\$5,989,234
Total Uses	\$3,403,737	\$3,761,978	\$18,211,534	\$25,377,250⁷	\$22,600,973	\$18,325,073	\$40,926,046	\$66,303,295

Source: Appendix B-2 to Proposed Second Modification

Note: According to HSA, in FY 2017-18, expenditures that belonged to the Capital Detail category were erroneously included in the Operating Expense category. This was corrected for FY 2018-19 onwards.

The proposed expenditures during the two-year extension include cost of living increase for six full-time LIIF program staff, which are partially funded through this agreement. Operating expenditures in the proposed two-year term extension are lower than the current fiscal year because of lower rent. The “capital detail” account include grants for all phases of capital improvements for and development of early child care facilities. According to Mr. Dobson, there are 24 childcare facilities identified capital improvements during the proposed two-year extension and the Department expects to disburse grants for an additional 40 sites beyond that.

⁷ Figure may not add due to rounding.

POLICY CONSIDERATION

The Budget Outlook Update (March Joint Report), prepared by the Budget and Legislative Analyst's Office, Mayor's Budget Office, and Controller, project a FY 2019-20 shortfall in the General Fund budget ranging from \$167 million to \$287 million due to the impacts of the COVID-19 public health emergency. That shortfall could increase to between \$528 million and \$779 million in FY 2020-21.

Because of the projected shortfall in the General Fund budget, the Budget and Legislative Analyst considers approval of General Fund monies for the proposed contract modification in FY 2020-21 and FY 2021-22, totaling \$10,931,494 (\$1,210,944 in General Fund, \$6,000,000 in excess ERAF funds, and \$3,270,550 in contingency funds, shown in Table 1 above) to be a policy matter for the Board of Supervisors.

RECOMMENDATIONS

1. Amend the proposed resolution to clarify that the total increase is \$40,926,045, from \$25,377,250 under the first modification to a not to exceed amount of \$66,303,295 under the second modification.
2. Approve the proposed resolution, as amended, for a total amount of \$55,371,801, including an increase of \$29,994,552 in the proposed second modification. Approval of an additional increase of \$10,931,494 in the second modification, to be funded by the General Fund in FY 2020-21 and FY 2021-22 is a policy matter for the Board of Supervisors.

Item 3 File 20-0038	Department: Human Services Agency (HSA)
EXECUTIVE SUMMARY	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed resolution would (1) approve a second modification to the grant between the Human Services Agency (HSA) and the Low Income Investment Fund (LIIF) for administration of the San Francisco Child Care Facilities Fund and provision of technical assistance to child care providers to increase the grant amount by \$40,926,045 from \$25,377,250 to an amount not to exceed \$66,303,295; and (2) extend the term by two years, for a total agreement term of July 1, 2017 through June 30, 2022. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • In 1998, the Low Income Investment Fund (LIIF) launched the Child Care Facilities Fund to provide technical assistance and capital support to early care and education providers. LIIF is administered by the Office of Early Care and Education (OECE) in the Human Services Agency. • In September 2017, the Board of Supervisors retroactively approved a grant between HSA and the Low Income Investment Fund (LIIF) for administration of the San Francisco Child Care Facilities Fund and provision of technical assistance to child care providers for the period of July 1, 2017, to June 30, 2020, in the amount of \$25,377,250 (File 17-0832). In July 2018, HSA approved a first modification to the grant with LIIF which did not change the grant's not to exceed amount, and therefore, did not require approval from the Board of Supervisors. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • The proposed resolution would increase the not-to-exceed amount of the contract by \$40,926,045, for a total not to exceed \$66,303,295. The City has added \$9 million of excess revenue from the Education Revenue Augmentation Fund (ERAF) to augment services provided to support child care and early education facility development. The one-time additional funding of \$9 million for the LIIF grant is available to be awarded to child care and early education providers for FY 2019-20, FY 2020-21, and FY 2021-22 with \$3 million for each fiscal year. The two-year contract extension will accommodate the influx of this new facility funding. • In addition to ERAF, funding for the LIIF grant will come from Child Care Capital Fund citywide child care development impact fees and IPIC neighborhood area plan child care development impact fees, as well as the General Fund, subject to Board of Supervisors appropriation approval. Funding will also come from CalWORKS, which is federally-funded under the Temporary Assistance for Needy Families (TANF) program. <p style="text-align: center;">Recommendations</p> <ul style="list-style-type: none"> • Amend the proposed resolution to clarify that the total increase is \$40,926,045, from \$25,377,250 under the first modification to a not to exceed amount of \$66,303,295 under the second modification. • Approve the proposed resolution as amended. 	

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 1998, the Low Income Investment Fund (LIIF) launched the Child Care Facilities Fund to provide technical assistance and capital support to early care and education providers. LIIF is administered by the Office of Early Care and Education (OECE) in the Human Services Agency.

In September 2017, the Board of Supervisors retroactively approved a grant between HSA and the Low Income Investment Fund (LIIF)¹ for administration of the San Francisco Child Care Facilities Fund and provision of technical assistance to child care providers for the period of July 1, 2017, to June 30, 2020, in the amount of \$25,377,250 (File 17-0832). In July 2018, HSA approved a first modification² to the grant with LIIF which did not change the grant's not to exceed amount, and therefore, did not require approval from the Board of Supervisors.

Competitive Process

OECE selected LIIF after issuing a competitive request for proposals (RFP) in November 2016 to provide administration services to the San Francisco Child Care Facilities Fund and technical assistance to child care providers. LIIF was the only vendor who submitted a proposal. The RFP selection panel consisted of individuals knowledgeable on the subject matter and included staff from HSA, OECE, and the Office of Community Investment and Infrastructure (OCII). LIIF scored 91 points out of a total of 100. The contract term specified in the RFP is July 1, 2017 to June 30, 2020 with an option to extend for two additional years.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would (1) approve a second modification to the grant between the Human Services Agency (HSA) and the Low Income Investment Fund (LIIF) for administration of the San Francisco Child Care Facilities Fund and provision of technical assistance to child care providers to increase the grant amount by \$40,926,045 from \$25,377,250 to an amount not to exceed \$66,303,295; and (2) extend the term by two years, for a total agreement term of July 1, 2017 through June 30, 2022.

¹ The Low Income Investment Fund is a non-profit Community Development Financial Institution, a designation given by the U.S. Treasury Department to organizations that provide financial services in low-income communities.

² The first modification added a subcontract/consultancy service that was not part of the original scope of services. This new service included One-on-One Business Technical Assistance & Coaching, Family Child Care Business Workshop, Technology Trainings, and Financial Coaching workshops, which is being provided by Mission Economic Development Agency for FY 2018-19 and FY 2019-20 only. This service totals \$112,331, which is within the contingency amount of \$2,307,023 of the original grant.

Under the proposed grant, LIIF will continue to provide services in the following areas:

- Administration of facility grants (pre-development, capital development, start-up, move-in and renovation and repair grants) that increase and maintain licensed early care and education center and family child care capacity by developing new and improving existing facilities;
- Administration of financial assistance for licensed early learning settings such as: development, marketing, underwriting, financial grants and loans, monitoring, and repayment;
- Administration of the Child Development Capital Fund;
- Trainings and technical assistance related to the facilities' development process, including feasibility analysis, capital planning, architecture and design, construction development, permit process, start-up, and facility maintenance;
- Project management to ensure early childhood and education sites maintain a reasonable phase of construction and sign-off in larger, more complex projects;
- Individual technical assistance on capital campaigning, project financing, financial projections and board development;
- Data collection of facility development and expansion for reporting and evaluation purposes;
- Consultation and assistance regarding fiscal and operating issues to licensed early care and education centers serving low/moderate income children.
- Administration of the Interagency Plan Implementation Committee (IPIC)³ capital new development grants to increase access to early childhood education services within specific neighborhood area plans, and track fund expenditures and total project expenditures by project.

In addition, as part of the proposed second modification, LIIF will conduct a San Francisco Early Care and Education Facility Needs Assessment for FY 2019-20 with a detailed analysis of the citywide supply and demand by neighborhood, with bi-yearly updates.

Contractor Performance

According to the March 2019 Program Monitoring Report, LIIF was on target to achieve or exceed service and outcome objectives with the exception of three, in which HSA staff recommended reducing two service and outcome objectives to match actual performance.⁴

Facility Selection

According to Mr. Graham Dobson, Senior Policy Analyst at OECE, the following priority criteria are used to award new facility funding:

³ The Interagency Plan Implementation Committee (IPIC) is coordinated by the San Francisco Planning Department and is responsible for prioritizing projects and funding, and coordinating ongoing planning efforts for designated neighborhood area plans.

⁴ According to the Program Monitoring Report, the goal for (1) expansion childcare spaces funded through the Family Child Care Expansion grant should be reduced from 10 to 3, and (2) pre-development and startup grants should be reduced from 15 to 6.

- Facilities located in residential developments wholly or partially funded by the City and County of San Francisco (e.g. HOPE SF communities, alignment with the City's affordable housing plan, and public/private partnerships);
- Applicants serving a greater number of low to moderate income and/or CalWORKS, homeless or at-risk families, and/or enrollment of City-subsidized children;
- Early care and education spaces to be created and/or preserved will serve infants and/or toddlers;
- Early care and education spaces to be created and/or preserved will provide specialized services for children with special physical health or mental health needs;
- Acquisition of property for child care facility serving children under the age of 5;
- Nonprofit, 501(c)3 centers.

Additional funding criteria for facility grants include the following:

- The applicant must increase the number of child care spaces;
- The applicant must demonstrate financial and organizational viability for the child care operations for the term of the grant;
- The applicant must demonstrate that the grant funds are necessary to undertake or complete the project;
- The applicant must provide evidence that it has control of the designated child care site for the term of the grant (e.g., a lease with a minimum remaining term of five years for grants under \$100,000; a lease with minimum term of 10 years for grants \$100,000 to less than \$200,000; a lease with minimum term of 15 years for grants \$200,000 to less than \$500,000, a lease with minimum term of 20 years for grants \$500,000 to less than \$700,000, a lease with minimum term of 25 years for grants \$700,000 to less than \$1,000,000) or a lease with a minimum term of 30 years for grants greater than \$1,000,000).

In terms of how provider sites are selected for capital repair, a child care program must demonstrate the following:

- Without the grant funds their program will be closed; or
- Without repairs or equipment to be paid for with grant funds, the health and safety of children in care will be at risk; or
- The grant will be used to increase the accessibility of their program to children, families, or staff with special needs;
- Agency must demonstrate long-term sustainability beyond the term of the grant;
- The facility is located in a neighborhood where there is a demonstrated shortage of licensed early care and education serving low to moderate income families.

FISCAL IMPACT

The proposed resolution would increase the not-to-exceed amount of the contract by \$40,926,045, for a total not to exceed \$66,303,295. According to Mr. Dobson, changes to the scope of services include the following:

- Alignment and coordination with citywide training and technical assistance systems of support for early childhood education providers to access (e.g. First 5 San Francisco, Children’s Council of San Francisco, Wu Yee Children’s Services);
- Alignment with First 5 San Francisco on resources for the purpose of facility and open space development and design to improve the quality of classrooms and outdoor play areas;
- Conduct a San Francisco Early Care and Education Facility Needs Assessment for FY 2019-20 with a detailed analysis of the citywide supply and demand by neighborhood, with bi-yearly updates.

Mr. Dobson states that the City has added \$9 million of excess revenue from the Education Revenue Augmentation Fund (ERAF)⁵ to augment services provided to support child care and early education facility development. The one-time additional funding of \$9 million for the LIIF grant is available to be awarded to child care and early education providers for FY 2019-20, FY 2020-21, and FY 2021-22 with \$3 million for each fiscal year. According to Mr. Dobson, the two-year contract extension will accommodate the influx of this new facility funding.

In addition to ERAF, funding for the LIIF grant will come from Child Care Capital Fund citywide child care development impact fees and IPIC neighborhood area plan child care development impact fees⁶, as well as the General Fund, subject to Board of Supervisors appropriation approval. Funding will also come from CalWORKS, which is federally-funded under the Temporary Assistance for Needy Families (TANF) program. Table 1 below details the sources and uses of funds for the proposed grant from FY 2017-18 through FY 2021-22.

⁵ The Educational Revenue Augmentation Fund, or ERAF, is a state program that shifts a portion of local property taxes to public school systems in each county. If county auditors determine the fund has enough money to meet the minimum state funding requirements for its public schools and community colleges, the remaining funds are returned to the local governments.

⁶ Impact fees are imposed by San Francisco Planning Code Sections 414 and 414A on new or proposed development projects to generate funding for the additional public infrastructure and facilities needed to serve new development.

Table 1. Sources and Uses of Funds for Proposed LIIF Grant

Sources of Funds	FY 2017-18 (Actual)	FY 2018-19 (Actual)	FY 2019-20 (Budget)	Existing Agreement	FY 2020-21 (Proposed)	FY 2021-22 (Proposed)	Proposed Modification	Total
CalWorks	\$427,871	\$185,635	\$651,051	\$1,264,557	\$651,051	\$651,051	\$1,302,102	\$2,566,659
Child Care Capital Fund	\$1,390,375	\$3,193,465	\$8,486,530	\$13,070,370	\$12,561,049	\$5,500,000	\$18,061,049	\$31,131,419
IPIC Fees	\$1,262,643	\$108,571	\$3,199,797	\$4,571,011	\$5,783,401	\$4,848,000	\$10,631,401	\$15,202,412
General Fund	\$322,848	\$274,308	\$605,472	\$1,202,628	\$605,472	\$605,472	\$1,210,944	\$2,413,572
ERAF	\$0	\$0	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$6,000,000	\$9,000,000
Subtotal	\$3,403,737	\$3,761,978	\$15,942,850	\$23,108,566	\$22,600,973	\$14,604,523	\$37,205,496	\$60,314,061
Contingency			\$2,268,684	\$2,268,684		\$3,720,550	\$3,720,550	\$5,989,234
Total Sources	\$3,403,737	\$3,761,978	\$18,211,534	\$25,377,250	\$22,600,973	\$18,325,073	\$40,926,046	\$66,303,295

Uses of Funds	FY 2017-18 (Actual)	FY 2018-19 (Actual)	FY 2019-20 (Budget)	Existing Agreement	FY 2020-21 (Proposed)	FY 2021-22 (Proposed)	Proposed Modification	Total
Salaries & Benefits	\$476,853	\$526,831	\$686,504	\$1,690,188	\$717,519	\$749,775	\$1,467,294	\$3,157,482
Operating Expense	\$2,823,770	\$228,680	\$449,356	\$3,501,806	\$418,182	\$429,182	\$847,364	\$4,349,170
Indirect Cost (15%)	\$103,114	\$113,327	\$170,379	\$386,820	\$170,355	\$176,844	\$347,199	\$734,019
Consultancy Detail	\$0	\$27,736	\$84,595	\$112,331	\$0	\$0	\$0	\$112,331
Capital Detail	\$0	\$2,865,404	\$14,552,016	\$17,417,420	\$21,294,917	\$13,248,722	\$34,543,639	\$51,961,059
Subtotal	\$3,403,737	\$3,761,978	\$15,942,850	\$23,108,565	\$22,600,973	\$14,604,523	\$37,205,496	\$60,314,061
Contingency (10%)				\$2,268,684			\$3,720,550	\$5,989,234
Total Uses	\$3,403,737	\$3,761,978	\$18,211,534	\$25,377,250⁷	\$22,600,973	\$18,325,073	\$40,926,046	\$66,303,295

Source: Appendix B-2 to Proposed Second Modification

Note: According to HSA, in FY 2017-18, expenditures that belonged to the Capital Detail category were erroneously included in the Operating Expense category. This was corrected for FY 2018-19 onwards.

The proposed expenditures during the two-year extension include cost of living increase for six full-time LIIF program staff, which are partially funded through this agreement. Operating expenditures in the proposed two-year term extension are lower than the current fiscal year because of lower rent. The “capital detail” account include grants for all phases of capital improvements for and development of early child care facilities.

⁷ Figure may not add due to rounding.

RECOMMENDATIONS

1. Amend the proposed resolution to clarify that the total increase is \$40,926,045, from \$25,377,250 under the first modification to a not to exceed amount of \$66,303,295 under the second modification.
2. Approve the proposed resolution as amended.

CITY AND COUNTY OF SAN FRANCISCO

SECOND AMENDMENT TO THE GRANT AGREEMENT

BETWEEN

CITY AND COUNTY OF
SAN FRANCISCO

AND

LOW INCOME INVESTMENT FUND

This **AMENDMENT** of the, July 1, 2017 Grant Agreement (the "Agreement") is dated as of March 1, 2020 and is made in the City and County of San Francisco, State of California, by and between LOW INCOME INVESTMENT FUND, 50 CALIFORNIA STREET, SUITE 2900, SAN FRANCISCO, CA 94111 ("Grantee") and the City and County of San Francisco, a municipal corporation ("City") acting by and through the Human Services Agency ("Department").

RECITALS

WHEREAS, the Agreement was competitively procured as required through RFP #727 – Child Care Facilities Funding & Technical Assistance, issued November 18, 2016, and this modification is consistent therewith; and

WHEREAS, the City's Human Services Commission approved this Amendment on February 12, 2020; and

WHEREAS, the City's [Name of Commission or Board of Supervisors] approved this Amendment by [INSERT RESOLUTION NUMBER] on [INSERT DATE OF COMMISSION OR BOARD ACTION];

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

WHEREAS, City and Grantee desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period, increase the contract amount, and update standard contractual clauses and,

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

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

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

a. **Agreement.** The term “Agreement” shall mean the Agreement dated **July 1, 2017** between Grantee and City.

First amendment, dated **July 1, 2018.**

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

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

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

(a) **Article 3.2. Duration of Term** of the Agreement currently reads as follows:

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

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

The term of this Agreement shall commence on the later of (a) **July 1, 2017** and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on **June 30, 2022.**

(b) **Article 5.1 Maximum Amount of Grant Funds** of the Agreement currently reads as follows:

The amount of the Grant Funds disbursed hereunder shall not exceed **Twenty-three Million, Two Hundred Thirty-Two Thousand, Two Hundred and Four Dollars (\$23,232,204)** for the period from **July 1, 2017 to June 30, 2020, plus any contingent amount authorized by City and certified as available by the Controller.**

Contingent amount: Up to Two Million, One Hundred Forty-Five Thousand, Forty-Five Dollars (\$2,145,045) for the period from July 1, 2017 to June 30, 2020, **may be available, in the City’s sole discretion, as a contingency subject to authorization by the City and certified as available by the Controller.**

The maximum amount of Grant Funds disbursed hereunder shall not exceed **Twenty-Five Million, Three Hundred Seventy-Seven**

Thousand, Two Hundred Fifty Dollars (\$25,377,250) for the period from **July 1, 2017 to June 30, 2020 (Y1-Y3).**

Grantee understands that, of the maximum dollar disbursement listed in Section 5.1 of this Agreement, the amount shown as the Contingent Amount may not to be used in Program Budgets attached to this Agreement as Appendix B, and is not available to Grantee without a revision to the Program Budgets of Appendix B specifically approved by Grant Agreement Administrator. Grantee further understands that no payment of any portion of this contingency amount will be made unless and until such funds are certified as available by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

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

The amount of the Grant Funds disbursed hereunder shall not exceed **Sixty Million, Three Hundred Fourteen Thousand, Sixty-One Dollars (\$60,314,061)** for the period from **July 1, 2017 to June 30, 2022 (Y1-Y5), plus any contingent amount authorized by City and certified as available by the Controller.**

Contingent amount: Up to **Five Million, Nine Hundred Eighty-Nine Thousand, Two Hundred Thirty-Four Dollars (\$5,989,234)** for the period from **July 1, 2021 to June 30, 2022 (Y5), may be available, in the City's sole discretion, as a contingency subject to authorization by the City and certified as available by the Controller.**

The maximum amount of Grant Funds disbursed hereunder shall not exceed **Sixty-Six Million, Three Hundred and Three Thousand, Two Hundred Ninety-Five Dollars (\$66,303,295)** for the period from **July 1, 2017 to June 30, 2022 (Y1-Y5).**

Grantee understands that, of the maximum dollar disbursement listed in Section 5.1 of this Agreement, the amount shown as the Contingent Amount may not to be used in Program Budgets attached to this Agreement as Appendix **B-2**, and is not available to Grantee without a revision to the Program Budgets of Appendix **B-2** specifically approved by Grant Agreement Administrator. Grantee further understands that no payment of any portion of this contingency amount will be made unless and until such funds are certified as available by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

- (c) **Appendix A.** Appendix A-1, of the aforesaid agreement describes the services to be provided.

Such section is hereby amended in its entirety to include Appendix A-2, Scope of Services, pp. 1-10, which describes the additional services to be provided in this Modification Agreement.

- (d) **Appendix B.** Appendix B-1, Calculation of Charges of the Aforesaid Agreement displays the original total amount of **\$23,232,204**.

Such section is hereby superseded in its entirety by Appendix B-2, Calculation of Charges, pp. 1-5, which displays the budget as herein modified to **\$60,314,061**.

- (e) **Article 7.4 Withholding.** Article 7.4 is hereby added to the agreement and reads as follows:

7.4 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.

- (f) **Article 16.17 Sugar-Sweetened Beverage Prohibition.** Section 16.17 of the Grant Agreement is hereby amended in its entirety to read as follows:

16.17 Distribution of Beverages and Water.

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

(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.

- (g) **Article 16.24 Duty to Collect and Record Client Sexual Orientation and Gender Identity (SOGI) Data.** Article 16.24 is hereby added to the agreement and reads as follows:

16.24 Duty to Collect and Record Client Sexual Orientation and Gender Identity (SOGI) Data.

Contractor shall comply with San Francisco Administrative Code Chapter 104 by seeking to collect and record information about clients' sexual orientation and gender identity, and reporting such data to the Department annually. In seeking to collect information about clients' sexual orientation and gender identity, Contractor shall: (1) communicate to clients that the provision of sexual orientation and gender identity information is voluntary, and no direct services shall be denied to clients who decline to provide that

information; (2) solicit gender identity and sexual orientation data using questions and approaches consistent with the Department of Public Health's Policies and Procedures entitled "Sexual Orientation Guidelines: Principles for Collecting, Coding, and Reporting Identity Data," reissued on September 2, 2014, and "Sex and Gender Guidelines: Principles for Collecting, Coding, and Reporting Identity Data," reissued on September 2, 2014, or any successor Policies and Procedures; and (3) advise clients that they will protect personally identifiable information regarding clients' sexual orientation and gender identity from unauthorized disclosure, to the extent permitted by law. The duty to collect information about gender identity and sexual orientation shall not apply to the extent such collection is incompatible with any professionally reasonable clinical judgment that is based on articulable facts of clinical significance. Further, Contractor shall protect personally identifiable information from unauthorized disclosure, to the extent permitted by law and as required by the Health Insurance Portability and Accountability Act, the California Medical Information Act, Article 1 of the California Constitution, the California Health and Safety Code and regulations promulgated thereunder, the California Welfare and Institutions Code and regulations promulgated thereunder, and any other applicable provision of federal or state law.

(h) **17.6 Entire agreement** section 17.6 is hereby replaced in its entirety to read as follows:

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-2, Services to be Provided
Appendix B-2, Budget
Appendix C, Method of Payment
Appendix D, Interests in Other City Grants
Appendix E, Permitted Subgrantees
Appendix F, Federal Award Information
Appendix G, Federal Requirements for Subrecipients
Appendix H, Additional Federal Requirements

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

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

Appendix A-2: Services to be Provided
Low Income Investment Fund – Child Care Facilities Funding &
Technical Assistance
Effective July 1, 2019 – June 30, 2022

I. Purpose of Grant

The purpose of the grant is to provide both technical assistance and affordable capital to child care providers in order to retain and increase the quantity and enhance the quality of licensed child care available to families and children. This is accomplished through the administration of the Child Care Facilities Fund.

II. Definitions

ACCF	Affordable Child Care Fund. The Fund, established in 1985, is a development impact fee collected from new office and hotel development at occupancy. Fees are assessed on office/hotel developments adding 50,000 square feet or more in designated areas of downtown San Francisco. Developers can meet the mandate of legislation in one of three ways: <ul style="list-style-type: none">⇒ Developers can build a child care facility on-site.⇒ Developers can establish a relationship with a non-profit to provide a child care facility in the city.⇒ Developers can pay \$1 per square foot of commercial space developed into the Fund. In 2003 the legislation was modified to reflect state law requiring that development impact fees only be spent on capital and infrastructure improvements. The Affordable Child Care Fund was renamed the Child Care Capital Fund.
CCCF	San Francisco’s Child Care Capital Fund, revenues derived from development impact fees on large office and hotel projects and residential developments as required by San Francisco's Planning Code.
CCFF&TA	Child Care Facilities Funding & Technical Assistance
CDE	California Department of Education
City	City and County of San Francisco

Child Care Facilities Interagency Committee	A committee comprised of representatives from MOHCD, Office of Early Care and Education, OCII and the Planning Department and staffed by LIIF, that meets monthly to discuss specific ECE facility's needs, pipeline projects, and strategies in San Francisco. The committee also approves specific projects funded through the CCCF.
DHS	San Francisco Department of Human Services, a division of HSA
ECE	Early Care and Education
FCC	Family Child Care providers are licensed providers who offer care in their home. A Family Child Care Home reflects a home-like environment where non-medical care and supervision is provided for periods of less than 24 hours. There are Small Family Child Care Homes and Large Family Child Care Homes.
FCCQN	Family Child Care Quality Network
Grant Monitoring	CCFF grant monitoring includes maintaining complete, accurate and up-to-date files on all CCFF grantees for the term of the grant. Yearly reporting requirements help to ensure grantees are in compliance with the terms of their grant agreements. CCFF grants are recoverable if the service is not provided for the full grant term.
Grantee	Low Income Investment Fund
HSA	San Francisco Human Services Agency
IPIC	Interagency Plan Implementation Committee, coordinated by SF Planning Department and responsible for prioritizing projects and funding, coordinating ongoing planning efforts for designated zones of development.
Loan Administration	Loan administration services provided by LIIF include, but are not limited to, reviewing loan eligibility, upfront loan analysis, underwriting, commitment, closing, disbursement, conversion, and ongoing monitoring and compliance.
MEDA	Mission Economic Development Agency - consultancy agency to this contract.
MOHCD	Mayor's Office of Housing and Community Development

OCII	Office of Community Investment and Infrastructure
OECE	San Francisco Office of Early Care and Education
PAC	Program Advisory Committee is the community-based advisory committee that guides the work of the Child Care Facilities Fund.
Predevelopment Grants	Predevelopment grants support feasibility, planning, architectural, design services, environmental, engineering, permit fees and/or other soft costs related to pre-construction of a site.
Project Management	Project Management services include construction management both before and during construction. The Project Manager acts as the child care provider's representative to architects, contractors, developers and other professionals regarding construction financing and construction issues.
Renovation and Repair Grants	Renovation and repair grants support centers and family child care providers to address deferred facilities maintenance needs in order to ensure healthy and safe environments for children and maintain their licensing by the State of California.
Revolving Grant	Repayable grants provided to providers as cash flow funding, not meeting loan status, but with conditions for repayment
Start-up Capacity Building Grants	Start-Up Capacity Building Grants support the expansion of early education spaces. Depending on the annual guidelines developed by LIIF, with guidance from PAC, these grants fund operating costs, typically up to \$2,200 per child, for new or relocated ECE centers that serve low income children. An emphasis is made to prioritize the creation of spaces serving infants and toddlers.

III. Target Population

Over 300 licensed ECE centers and over 700 licensed family child care (FCC) homes in San Francisco, with an emphasis on providers caring for children 0-5. Priority will be those facilities located in residential developments wholly or partially funded by the City and County of San Francisco, e.g. HOPE SF communities, alignment with the City's affordable housing plan, and public/private partnerships; providers serving a greater number of low to moderate income and/or CalWORKs, homeless or at-risk families, and/or enrollment of City-subsidized children; and those providers serving infants,

toddlers and/or children with specialized physical or mental health needs. Specific revenues in the grant have slightly different priorities and allowable target uses.

IV. Description of Services

Grantee shall provide the following services during the term of this grant:

1. Administer a range of financial products for the San Francisco Office of Early care and Education to meet the evolving capital development needs of City-funded organizations providing licensed early learning settings including, but not limited to: development, marketing, underwriting, financial grants and loans, monitoring, and repayment. The expected array of financial products currently includes, but is not limited to:
 - Planning and predevelopment grants
 - Capital development grants and loans
 - Start-up financing
 - Facility renovation and repair grants
 - Short-term emergency repayable grants
 - Acquisition financing, loans and subsidized loans
 - Disaster preparedness incentives
 - And other programs
2. Administer as delegated by the City and County of San Francisco the Child Development Capital Fund and track individual project expenditures and overall fund expenditures.
3. Administer as delegated by the City and County of San Francisco the Interagency Plan Implementation Committee (IPIC) capital new development grants to increase access to ECE services within specific neighborhood Area Plans, and track fund expenditures and total project expenditures by project.
4. Establish financing and development strategies that leverages individual projects ability for increased access to non-City funding and resources for capital needs of the ECE sector, including acquisition of property, identify New Market Tax Credit eligible projects and build relationships that create potential sources of additional funding e.g. foundations, MOHCD, CA Department of Education, etc.
5. Align and coordinate with citywide training and technical assistance systems of support for ECE providers to access, e.g. First 5 San Francisco, Children's Council of San Francisco, Wu Yee Children's Services, MEDA, etc.
6. Align with First 5 San Francisco on resources for the purpose of indoor and outdoor environments and design.
7. Based on identified needs, provide a variety of trainings, resources, linkages, and one-on-one technical assistance related to the facilities' development process,

including feasibility analysis, capital planning, architecture and design, construction development, permit process, start-up, and facility maintenance.

8. Provide project management as needed with the use of consultants to ensure ECE sites maintain a reasonable phase of construction and sign-off in larger, more complex projects.
9. Offer individual technical assistance on capital campaigning, project financing, financial projections and board development.
10. Collect facility development and expansion data for reporting and evaluation purposes, including the number and the type (e.g., infant, toddler, PreK, type of subsidy) of early education slots created, enhanced and retained annually on an unduplicated basis. Data required by Child Care Development Impact Fee will be tracked discreetly in a routinely updated Development Impact Fee Report that supports the work of OECE and the Controller's Office Development Impact Fee audit.
11. Conduct a San Francisco ECE Facility Needs Assessment for 2019-20 with a detailed analysis of the citywide supply and demand by neighborhood, with biyearly updates.
12. Provide consultation and assistance regarding fiscal and operating issues to licensed ECE centers serving low/moderate income children, particularly those contracted through SF-OECE, California Department of Education-Early Learning and Care Division and federal Early Head Start and Head Start, and for facilities identified as City priorities for capital projects.
13. Provide staffing for monthly meetings of the City's Inter-agency Child Care Facilities Committee, comprised of representatives from OECE, First 5 San Francisco, the Mayor's Office of Housing and Community Development, San Francisco Planning Department, Office of Community Investment and Infrastructure and other City departments as invited.
14. Hold regular CCFF Program Advisory Committee meetings to report feedback to OECE on the initiative's effectiveness in meeting the needs of licensed ECE providers and to inform the City's direction and priorities of the program. Qualitative data collection and analysis to be developed between OECE and CCFF for annual reporting purposes.
15. Submit all grant applications to OECE for review and approval prior to the LIIF internal application process commencing.

FY19-20 Only - Consultancy Services:

OECE will ensure the additional following services are provided by the consultancy agency and monitored during the term of this grant:

- A. **One-on-One Business Technical Assistance & Coaching**
Through its family child care program, MEDA will provide individualized business technical assistance to family child care providers citywide to address their business assistance needs. Performed one-on-one with a MEDA

business program consultant, technical assistance will include a general assessment, an action plan, and other business-related services as needed. This includes grant/loan application assistance, business plan and marketing plan creation, permitting and licensing, financial projections, and assistance in the creation of other operational documents.

B. Family Childcare Business Workshops

MEDA will provide better business practices workshops to a broader audience of family child care providers and potential providers citywide to help them plan and improve their business operations. These workshops are specifically tailored towards the needs of family child care providers. Primary topics will include business planning, budgeting, and bookkeeping, and marketing, among other topics relevant to providers. MEDA will also provide these trainings for family childcare providers on better business practices, and for FCCQN consultants through other agencies and through partnerships with organizations like Children's Council of San Francisco, Wu Yee Children's Services and MPN Early Education Project.

C. MEDA Core Business Training

Family child care providers will be encouraged to enroll in MEDA's core business training course, which includes 12 hours of business training. This training provides clients with a comprehensive understanding of how to effectively run a business. Upon graduation from MEDA's business trainings, they will have gained significant knowledge on marketing, operations, business taxes, and personal finance, ultimately culminating in the creation of a business plan.

D. Technology Trainings

Through the Plaza Adelante Tech Center, MEDA will offer providers with topical technology trainings aimed to increase access to child care for families and enhance business performance. Trainings include basic computer literacy, Minute Menu subsidy access, WIX web design, online marketing, Excel, and Quickbooks for basic accounting. Technology assistance shall also support the implementation of electronic signatures for subsidy enrollment reporting for Family Child Care Quality Network members, including the interface with FCC budgeting and payment collections.

E. Financial Coaching

MEDA will also provide personalized financial coaching to assist family child care providers in improving their financial situation. Coaching begins with an assessment of available credit history, looking at their personal and business present cash flow, and defining a plan to improve their situation reducing debt, improving or establishing credit and increasing savings. MEDA staff will then create an action plan to help providers determine what steps they will need to take in order to define financial goals, work a monthly budget and

define a plan to increase savings, reduce debt and establish or improve their credit score.

V. Location and Time of Services of Main Grantee:

Grantee will maintain an office in San Francisco located at 50 California Street, Suite 2900, San Francisco CA 94111, with office hours of 9:00 am – 5:00pm, Monday through Friday, with some evenings and/or weekends for trainings or special conferences/meetings. Technical assistance and monitoring is mainly provided on-site at the licensed facilities or prospective sites.

FY19-20 only - Consultancy Location and Time of Services:

Consultancy services will primarily be offered at MEDA's office location and Tech Center at Plaza Adelante, 2301 Mission Street. MEDA will also provide some Business Workshops for family child care providers at other locations in the City through partnerships with organizations such as Children's Council of San Francisco and Wu Yee Children's Services.

VI. Service Objectives

Main Grantee will report on the following service objectives annually:

1. As a result of increased outreach efforts to under-served communities identified as having greatest unmet need in the Facility Needs Assessment, City-funded ECE center and FCC projects in these communities will be provided facility feasibility, planning, architectural, development, construction, acquisition and renovation consultation and technical assistance services. (Target: 15)
2. Number of pre-development, capital start-up and renovation and repair grants awarded, resulting in increased/retained ECE capacity in under-served communities identified as having greatest unmet need in the Facility Needs Assessment. (Target: 20)
3. Number of City-funded Family Child Care start-up, expansion and renovation and repair grants awarded, through ongoing outreach to FCC educators in under-served communities identified as having greatest unmet need, resulting in increased/retained FCC capacity. (Target: 15)
4. Number of low-interest loans underwritten or New Market Tax Credit funding awarded to ECE centers undertaking large facility projects, including acquisitions, rehabilitation and new construction. (Target: 4)
5. Administer revolving grants to Title 5 state contracted providers in order to maintain operation during state budget delay, and/or who are projected to over earn their contract and are approved for SF Pilot transfer funds, but for whom delays in the transfer would result in financial hardship and/or disenrollment of children. (Target: 2-8. Service objective deleted in the event of a timely state budget or no need.)

6. Individualized external surveys administered externally of LIIF will indicate overall satisfaction with training and technical assistance provided, project support and client services provided.

FY19-20 Only: Consultancy Service Objectives:

On an annual basis, OECE will ensure the following service objectives are met by the consultancy agency:

- A. Provide one-on-one technical assistance and coaching services to 25 licensed family child care providers.
- B. Provide customized family child care business-related workshops to licensed family child care providers.
- C. Provide its core business training course series to 7 licensed family child care providers.
- D. Provide business-related technology trainings to 20 licensed family child care providers.
- E. Provide financial coaching to 20 licensed family child care providers.

VII. Main Grantee Outcome Objectives:

Annually the grantee will report on the following outcome objectives:

1. Number of ECE center and FCC facility projects in communities identified as having greatest unmet need in the Facility Needs Assessment that result in increased ECE capacity after receiving targeted consultation and technical assistance. (Target: 10)
2. Number of new and preserved ECE center spaces developed through CCFF grants, including IPIC Capital New Development Grant(s) within Neighborhood Area Plans.
(Target: 200)
3. Number of new and preserved family child care spaces developed through grants.
(Target: 60)
4. Number of new ECE center development projects supported through loans and/or New Market Tax Credits.
(Target: 4)
5. Number of preserved ECE center spaces through revolving grants.
(Target 100)
6. Leverage Child Care Facilities Fund with non-City sources. (Minimum of 25%)

FY19-20 Only - Consultancy Outcome Objectives:

On an annual basis, OECE will ensure the following service objectives are met by the consultancy agency:

- A. 15 family child care providers will create a formal balance sheet, including a budget and cash flow projections, through one-on-one technical assistance.
- B. 12 family child care providers will show an improvement of their financial situation through increased saving, lower debt, or improve credit scores.
- C. Impact of one-on-one technical assistance and coaching services
MEDA staff will measure the following indicators:
 - . Total number of unduplicated non-subsidized child care slots impacted
 - . Total number of unduplicated subsidized child care slots impacted.
 - . Total number of unduplicated non-FCCQN family child care providers receiving services.
 - . Total number of unduplicated FCCQN family child care providers receiving services.
- D. Impact: A minimum of 75% of both non-FCCQN and FCCQN family child care providers who respond will rate 3 or above that they have increased their effectiveness as a small business as a result of attending a MEDA training, workshop, or meeting.
- E. Impact: A minimum of 75% of FCCQN consultants who respond will rate 3 or above that the business training and technical assistance provided is useful to FCCQN providers.

VIII. Monitoring Activities

- A. Program Monitoring: Program monitoring will include review of client eligibility, and back-up documentation for reporting progress towards meeting service and outcome objectives.
- B. Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities

Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

IX. Reporting Requirements

A. Quarterly Reports

Grantee will submit quarterly reports regarding contract performance. The reports will adhere to the following format:

- a. Reports will contain a brief narrative describing accomplishments and challenges encountered during the quarter, including if IPIC Capital New Development Grant(s) were awarded, to which agency/agencies, and for what purpose(s).
- b. Reports will list the progress towards the service and outcome objectives, as stated in Sections V and VI of this appendix, and will include quarterly and year-to-date numbers for each objective. Names of centers and family child care providers will be included in objective reporting for loans, grants and technical assistance.
- c. Supporting documentation for the numbers presented in the reports must be maintained by the Grantee and must be available for auditing by the Department but need not be attached to the reports.
- d. Quarterly reports are due 15 days after the end of the quarter.

B. Ad Hoc Reports

Grantee will develop and deliver ad hoc reports as requested by DHS-HSA/OECE,

- C. Quarterly and Annual Reports will be entered into the CARBON database.

For assistance with reporting requirements or submission of reports, contact:

Graham Dobson, Program Manager
Office of Early Care and Education, A716
Graham.Dobson@sfgov.org

or

Elizabeth Leone, Senior Contracts Manager
Office of Contract Management, GB11
Elizabeth.Leone@sfgov.org

**HUMAN SERVICES AGENCY BUDGET SUMMARY
BY PROGRAM**

Name	Term:
Low Income Investment Fund (LIIF)	7/1/2017 - 6/30/2022
(Check One) New <input type="checkbox"/> Renewal <input type="checkbox"/> Modification <input checked="" type="checkbox"/>	
If modification, Effective Date of Mod. 2/1/2020 No. of Mod. 2	
Program: Child Care Facilities Fund 17-22	

Budget Reference Page No.(s)	7/1/17-6/30/18	7/1/18-6/30/19	7/1/19-6/30/20	7/1/20-6/30/21	7/1/21-6/30/22	7/1/17-6/30/22
10						
11	Total	Total	Total	Total	Total	5 Year Total
12	Expenditures					
13	\$476,854	\$526,832	\$686,504	\$717,519	\$749,776	\$3,157,484
14	\$2,823,770	\$228,680	\$449,356	\$418,182	\$429,182	\$4,349,169
15	\$3,300,624	\$755,511	\$1,135,860	\$1,135,701	\$1,178,958	\$7,506,654
16	15%	15%	15%	15%	15%	15%
17	\$103,114	\$113,327	\$170,379	\$170,355	\$176,844	\$734,018
18	\$0	\$27,736	\$84,595	\$0	\$0	\$112,331
19	\$0	\$2,865,404	\$14,552,016	\$21,294,917	\$13,248,722	\$51,961,059
20	\$3,403,737	\$3,761,978	\$15,942,850	\$22,600,973	\$14,604,523	\$60,314,061
21	HSA Revenues					
22	\$427,871	\$185,635	\$651,051	\$651,051	\$651,051	\$2,566,659
23	\$1,390,375	\$1,858,513	\$7,000,000	\$12,061,049	\$5,000,000	\$27,309,937
24	\$1,262,643	\$1,443,522	\$4,686,327	\$6,283,401	\$5,348,000	\$19,023,893
25	\$322,848	\$274,308	\$605,472	\$605,472	\$605,472	\$2,413,572
26	\$0	\$0	\$3,000,000	\$3,000,000	\$3,000,000	\$9,000,000
27						
28	\$3,403,737	\$3,761,978	\$15,942,850	\$22,600,973	\$14,604,523	\$60,314,061
29	Other Revenues					
30						
31	\$3,750,000	\$5,250,000	\$1,500,000	\$1,500,000	\$1,500,000	\$13,500,000
32	\$1,468,000	\$1,468,000	\$1,468,000	\$1,468,000	\$1,468,000	\$7,340,000
33	\$8,621,737	\$10,479,978	\$18,910,850	\$25,568,973	\$17,572,523	\$81,154,061
34	Full Time Equivalent (FTE)					

Prepared by: Kim Di Giacomo	
HSA-CO Review Signature:	
HSA #1	

CITY AND COUNTY OF SAN FRANCISCO
GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO

and

LOW INCOME INVESTMENT FUND

THIS GRANT AGREEMENT (this "Agreement") is made this 1st day of July, 2017, in the City and County of San Francisco, State of California, by and between **Low Income Investment Fund, 50 California Street, Suite 2900, San Francisco, CA 94111** ("Grantee") and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("City") acting by and through the Agency (as hereinafter defined),

WITNESSETH:

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

To administer the San Francisco Child Care Facilities Fund; and

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

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

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

ARTICLE 1
DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(p) “**Losses**” shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including reasonable 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, except losses arising from incidental and/or consequential damages .

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

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

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

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

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

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

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

2.2 Certification of Controller; Guaranteed Maximum Costs. No funds shall be available under this Agreement until prior written authorization certified by the Controller. In addition, as set forth in Section 21.19 of the San Francisco Administrative Code: City's obligations hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee for services, materials, equipment or supplies that are provided by Grantee which are beyond the scope of the services, materials, equipment and supplies agreed upon herein and which were not approved by a written amendment to this Agreement having been lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement which would exceed the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding which exceeds the maximum provided in this Agreement which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

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

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

ARTICLE 3 TERM

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

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

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

ARTICLE 4 IMPLEMENTATION OF GRANT PLAN

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

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

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

4.4 Publications and Work Product.

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

(b) Without limiting the obligations of Grantee set forth in subsection (a) above, Grantee shall submit to City for City's prior written approval any Publication, and Grantee shall not disseminate any

such Publication unless and until it receives City's consent. In addition, Grantee shall submit to City for approval, if City so requests, any other program material or form that Grantee uses or proposes to use in furtherance of the Grant Plan, and Grantee shall promptly provide to City one copy of all such materials or forms within ten (10) days following City's request. The City's approval of any material hereunder shall not be deemed an endorsement of, or agreement with, the contents of such material, and the City shall have no liability or responsibility for any such contents. The City reserves the right to disapprove any material covered by this section at any time, notwithstanding a prior approval by the City of such material. Grantee shall not charge for the use or distribution of any Publication funded all or in part with the Grant Funds, without first obtaining City's written consent, which City may give or withhold in its sole discretion.

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

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

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

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

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant funds.

The amount of the Grant Funds disbursed hereunder shall not exceed **Twenty-Three Million, Seventy Thousand, Two Hundred Twenty-Seven Dollars (\$23,070,227)** for the period **from July 1, 2017 to June 30, 2020, plus any contingent amount authorized by City and certified as available by the Controller.**

Contingent amount: Up to Two Million, Three Hundred Seven Thousand, Twenty-Three Dollars (\$2,307,023) for the period from July 1, 2019 to June 30, 2020 (Y3), may be available, in the City's sole discretion as a contingency but only subject to written authorization by the City and if monies are certified as available by the Controller.

The maximum amount of Grant Funds disbursed hereunder shall not exceed Twenty-Five Million, Three Hundred Seventy-Seven Thousand, Two Hundred Fifty Dollars (\$25,377,250) for the period from July 1, 2017 to June 30, 2020 (Y1-Y3).

Grantee understands that the maximum amount of Grant Funds disbursement identified above in Section 5.1 of this Agreement, includes the amount shown as the contingent amount and may not to be used in Program Budget(s) attached to this Agreement as Appendix B, and is not available to Grantee without a written revision to the Program Budgets of Appendix B approved by Agency. Grantee further understands that no payment of any portion of this contingency amount will be made unless and until such funds are certified as available by Controller. Grantee agrees to fully comply with these laws, regulations, and policies and procedures.

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A, Appendix B and defined as eligible expenses in 2 CFR Part 200 Subpart E, Cost Principles, if the source of funding for this program is Federal, and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget, if any, and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

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

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

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

5.4 State or Federal Funds:

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

(b) **Single Audit Requirements.** Grantees that expend \$750,000 or more in a fiscal year that began after December 26, 2014 from any and all Federal awards shall have a single audit conducted in each of those fiscal years accordance with 2 CFR Part 200 Subpart F . Grantees that expend less than \$750,000 a year in Federal awards are exempt from the single audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal Agency, pass-through entity and General Accounting Office, and are still subject to other audit requirements as specified in 2 CFR Subpart F §200.501

(c) **Grant Terms.** The funding for this agreement is provided in full or in part by a Federal or State grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement and include certain reporting requirements. The incorporated terms and requirements may be found in Appendices F, G, and H. By executing this Agreement, Grantee certifies that Grantee is not suspended, debarred or otherwise excluded from participation in state or federal assistance programs. Grantee acknowledges that this certification of eligibility to receive state or federal funds is a material term of the Agreement.

ARTICLE 6 REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS

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

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

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

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

6.5 Books and Records. Grantee shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to Eligible Expenses incurred and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain all of the files, records, books, invoices, documents, payrolls and

other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later.

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

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

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

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

ARTICLE 7 TAXES

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

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

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

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

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

7.3. Earned Income Credit (EIC) Forms. Reserved

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

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

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

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

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

8.4 Conflict of Interest.

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

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

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

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

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

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

ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY

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

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

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

9.3 Reserved.

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

**ARTICLE 10
INSURANCE**

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

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

(b) Commercial General Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations and

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11
EVENTS OF DEFAULT AND REMEDIES

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

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

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

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

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

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

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

(g) **Involuntary Insolvency.** Without consent by Grantee, a court or government authority enters an order, and such order is not vacated within ninety (90) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Grantee or with respect to any substantial part of Grantee's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Grantee.

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

11.2 Termination for Convenience

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

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

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

- (1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.
- (2) Not placing any further orders or subgrants for materials, services, equipment or other items.
- (3) Terminating all existing orders and subgrants.
- (4) At City's direction, assigning to City any or all of Grantee's right, title, and interest under the orders and subgrants terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants.
- (5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subgrants.
- (6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.
- (7) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Grantee and in which City has or may acquire an interest.

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

- (1) The reasonable cost to Grantee, without profit, for all services and other work City directed Grantee to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Grantee's direct costs for services or other work. Any overhead allowance shall be separately itemized. Grantee may also recover the reasonable cost of preparing the invoice.
- (2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Grantee can establish, to the satisfaction of City, that Grantee would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.
- (3) The reasonable cost to Grantee of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.
- (4) A deduction for the cost of materials to be retained by Grantee, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the services or other work.

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

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

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

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

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

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

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

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

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

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

ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS

12.1 Protection of Private Information.

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

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

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

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

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

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

ARTICLE 13 ASSIGNMENTS AND SUBCONTRACTING

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

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

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

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

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

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

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

ARTICLE 14 INDEPENDENT CONTRACTOR STATUS

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

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

14.3 Consequences of Recharacterization.

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

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

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

**ARTICLE 15
NOTICES AND OTHER COMMUNICATIONS**

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

If to the Agency or City:	Human Services Agency Office of Contract Management, GB16 P.O. Box 7988 San Francisco, CA 94120-7988 Facsimile No. 415-557-5679
---------------------------	---

If to Grantee: Low Income Investment Fund
50 California Street, Suite 2900
San Francisco, CA 94111
Attn: Nancy Andrews
Email: nandrews@liifund.org

With a copy to: Low Income Investment Fund
50 California Street, Suite 2900
San Francisco, CA 94111
Attn: Kathy Rock
Email: Krock@liifund.org

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

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

ARTICLE 16 COMPLIANCE

16.1 Local Business Enterprise Utilization; Liquidated Damages. Reserved.

16.2 Nondiscrimination; Penalties.

(a) **Grantee Shall Not Discriminate.** In the performance of this Agreement, Grantee agrees not to discriminate against any employee, City and County employee working with such grantee or subgrantee, applicant for employment with such grantee or subgrantee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

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

(c) **Non-Discrimination in Benefits.** Grantee does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between

the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

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

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

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

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

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

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

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

Chapter 21-100 Nondiscrimination in State and Federally Assisted Programs- of the Confidentiality, Fraud, Civil Rights, and State Hearings Manual published by the California Department of Social Services (available online at <http://www.cdss.ca.gov/getinfo/pdf/3cfcman.pdf>) requires that Grantees administer their program(s) in a nondiscriminatory manner and in compliance with civil rights obligations and to accommodate non-English-speaking or limited-English-proficient individuals and individuals with disabilities or impairments. At a minimum, grantees must provide the following:

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

16.8. Requiring Minimum Compensation for Covered Employees

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

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

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

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

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

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or

extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

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

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

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

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

16.10 First Source Hiring Program.

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

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

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of Chapter 83. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of Chapter 83.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

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

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

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of Chapter 83. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of grants and property grants handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City grant or property grant has taken actions primarily for the purpose of

circumventing the requirements of Chapter 83, that employer shall be subject to the sanctions set forth in Section 83.10 of Chapter 83.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with Chapter 83.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with Chapter 83.

(9) Require the developer to include notice of the requirements of Chapter 83 in leases, subleases, and other occupancy grants.

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

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

e. Liquidated Damages. Contractor agrees:

(1) To be liable to the City for liquidated damages as provided in this section;

(2) To be subject to the procedures governing enforcement of breaches of grants based on violations of grant provisions required by Chapter 83 as set forth in this section;

(3) That the Contractor's commitment to comply with Chapter 83 is a material element of the City's consideration for this grant; that the failure of the Contractor to comply with the grant provisions required by Chapter 83 will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the Contractor from the first source hiring process, as determined by the FSHA during its first investigation of a Contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the Contractor's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a Contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the Contractor's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a Contractor to comply with its first source referral contractual obligations.

(6) That the failure of Contractors to comply with Chapter 83, except property Contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the grant or at law; and

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

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

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

16.12 Preservative-treated Wood Containing Arsenic. Grantee may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an

arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Grantee may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Grantee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

16.13 Supervision of Minors. Grantee, and any subgrantees, shall comply with California Penal Code section 11105.3 and request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in Welfare and Institution Code section 15660(a) of any person who applies for employment or volunteer position with Grantee, or any subgrantee, in which he or she would have supervisory or disciplinary power over a minor under his or her care. If Grantee, or any subgrantee, is providing services at a City park, playground, recreational center or beach (separately and collectively, "Recreational Site"), Grantee shall not hire, and shall prevent its subgrantees from hiring, any person for employment or volunteer position to provide those services if that person has been convicted of any offense that was listed in former Penal Code section 11105.3 (h)(1) or 11105.3(h)(3). If Grantee, or any of its subgrantees, hires an employee or volunteer to provide services to minors at any location other than a Recreational Site, and that employee or volunteer has been convicted of an offense specified in Penal Code section 11105.3(c), then Grantee shall comply, and cause its subgrantees to comply with that section and provide written notice to the parents or guardians of any minor who will be supervised or disciplined by the employee or volunteer not less than ten (10) days prior to the day the employee or volunteer begins his or her duties or tasks. Grantee shall provide, or cause its subgrantees to provide City with a copy of any such notice at the same time that it provides notice to any parent or guardian. Grantee shall expressly require any of its subgrantees with supervisory or disciplinary power over a minor to comply with this section of the Agreement as a condition of its grant with the subgrantee. Grantee acknowledges and agrees that failure by Grantee or any of its subgrantees to comply with any provision of this section of the Agreement shall constitute an Event of Default.

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

16.15 Consideration of Criminal History in Hiring and Employment Decisions.

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

Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

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

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

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

(e) Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 16.15(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

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

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

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

16.16 Food Service Waste Reduction Requirements. Effective June 1, 2007, Grantee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing

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

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

16.18 Slavery Era Disclosure. Reserved

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

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

16.21 Reserved.

16.22 Reserved.

16.23 Additional Requirements for Federally-Funded Awards

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

**ARTICLE 17
MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Step 3 Should Steps 1 and 2 above not result in a determination of mutual agreement, the grantee may forward the dispute to the Executive Director of the Department or their designee. This dispute shall

be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the grantee. The Department will respond in writing within 10 working days.

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

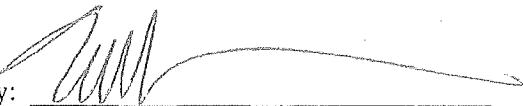
17.13 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an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

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

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

CITY

HUMAN SERVICES AGENCY

By: 

Trent Rhorer
Executive Director
Human Services Agency

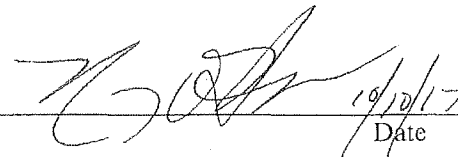
Date
10/26/17

GRANTEE:

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

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

LOW INCOME INVESTMENT FUND

By:  10/20/17
Date

Print Name: Nancy Andrews
Title: President and CEO
Address: 50 California Street, Suite 2900
City, State ZIP: San Francisco, CA 94111

Phone: (415) 772-9094

Federal Tax ID #: 94-2952578
City Vendor Number: 16095
DUNS Number: 36-133-8312

Approved as to Form:

Dennis J. Herrera
City Attorney

By:  10/20/17
Adrienne Tong Date
Deputy City Attorney 

Appendix A – Services to be Provided
Low Income Investment Fund – Child Care Facilities Funding &
Technical Assistance
Effective July 1, 2017 – June 30, 2020

I. Purpose of Grant

The purpose of the grant is to provide both technical assistance and affordable capital to child care providers in order to retain and increase the quantity and enhance the quality of licensed child care available to families and children. This is accomplished through the administration of the Child Care Facilities Fund.

II. Definitions

ACCF Affordable Child Care Fund. The Fund, established in 1985, is a development impact fee collected from new office and hotel development at occupancy. Fees are assessed on office/hotel developments adding 50,000 square feet or more in designated areas of downtown San Francisco. Developers can meet the mandate of legislation in one of three ways:

- ⇒ Developers can build a child care facility on-site.
- ⇒ Developers can establish a relationship with a non-profit to provide a child care facility in the city.
- ⇒ Developers can pay \$1 per square foot of commercial space developed into the Fund.

In 2003 the legislation was modified to reflect state law requiring that development impact fees only be spent on capital and infrastructure improvements. The Affordable Child Care Fund was renamed the Child Care Capital Fund.

CCCF San Francisco’s Child Care Capital Fund, revenues derived from development impact fees on large office and hotel projects and residential developments as required by San Francisco's Planning Code.

CCFF&TA Child Care Facilities Funding & Technical Assistance

CDE California Department of Education

City City and County of San Francisco

Child Care Facilities Interagency Committee	A committee comprised of representatives from MOHCD, Office of Early Care and Education, OCII and the Planning Department and staffed by LIIF, that meets monthly to discuss specific ECE facility's needs, pipeline projects, and strategies in San Francisco. The committee also approves specific projects funded through the CCCF.
DHS	San Francisco Department of Human Services, a division of HSA
ECE	Early Care and Education
FCC	Family Child Care providers are licensed providers who offer care in their home. A Family Child Care Home reflects a home-like environment where non-medical care and supervision is provided for periods of less than 24 hours. There are Small Family Child Care Homes and Large Family Child Care Homes.
Grant Monitoring	CCFF grant monitoring includes maintaining complete, accurate and up-to-date files on all CCFF grantees for the term of the grant. Yearly reporting requirements help to ensure grantees are in compliance with the terms of their grant agreements. CCFF grants are recoverable if the service is not provided for the full grant term.
Grantee	Low Income Investment Fund
HSA	San Francisco Human Services Agency
IPIC	Interagency Plan Implementation Committee, coordinated by SF Planning Department and responsible for prioritizing projects and funding, coordinating ongoing planning efforts for designated zones of development.
Loan Administration	Loan administration services provided by LIIF include, but are not limited to, reviewing loan eligibility, upfront loan analysis, underwriting, commitment, closing, disbursement, conversion, and ongoing monitoring and compliance.
MOHCD	Mayor's Office of Housing and Community Development
OCII	Office of Community Investment and Infrastructure

OECE	San Francisco Office of Early Care and Education
PAC	Program Advisory Committee is the community-based advisory committee that guides the work of the Child Care Facilities Fund.
Predevelopment Grants	Predevelopment grants support feasibility, planning, architectural, design services, environmental, engineering, permit fees and/or other soft costs related to pre-construction of a site.
Grant Capital	Grant capital is grant financing offered to qualified providers or developers to develop new licensed capacity or to expand or retain existing licensed child care facilities/capacity.
Project Management	Project Management services include construction management both before and during construction. The Project Manager acts as the child care provider's representative to architects, contractors, developers and other professionals regarding construction financing and construction issues.
Renovation and Repair Grants	Renovation and repair grants support centers and family child care providers to address deferred facilities maintenance needs in order to ensure healthy and safe environments for children and maintain their licensing by the State of California.
Revolving Grant	Repayable grants provided to providers as cash flow funding, not meeting loan status, but with conditions for repayment
Start-up Capacity Building Grants	Start-Up Capacity Building Grants support the expansion of early education spaces. Depending on the annual guidelines developed by LIIF, with guidance from PAC, these grants fund operating costs, typically up to \$2,200 per child, for new or relocated ECE centers that serve low income children. An emphasis is made to prioritize the creation of spaces serving infants and toddlers.

III. Target Population

Over 300 licensed ECE centers and over 700 licensed family child care (FCC) homes in San Francisco, with an emphasis on providers caring for children 0-5. Priority will be those facilities located in residential developments wholly or partially funded by the City and County of San Francisco, e.g. HOPE SF communities, alignment with the City's affordable housing plan, and public/private partnerships; providers serving a greater number of low to moderate income and/or CalWORKs, homeless or at-risk families, and/or enrollment of City-subsidized children; and those providers serving infants,

toddlers and/or children with specialized physical or mental health needs. Specific revenues in the grant have slightly different priorities and allowable target uses.

IV. Description of Services

Grantee shall provide the following services during the term of this grant:

1. Administer a range of financial products to meet the evolving capital needs of the licensed ECE field including, but not limited to: development, marketing, underwriting, financial grants and loans, monitoring, and repayment. The expected array of financial products currently includes, but is not limited to:
 - Planning and predevelopment grants
 - Capital development grants and loans
 - Start-up financing
 - Facility renovation and repair grants
 - Short-term emergency repayable grants
 - Acquisition financing, loans and subsidized loans
 - Disaster preparedness incentives
 - And other programs
2. Create leveraged financing strategies in the context of individual projects and to otherwise support the facilities fund efforts citywide.
3. Administer the Child Development Capital Fund and track fund expenditures and total project expenditures by project.
4. Administer the Interagency Plan Implementation Committee (IPIC) capital new development grants to increase access to ECE services within specific neighborhood Area Plans, and track fund expenditures and total project expenditures by project.
5. Provide training, resources, linkages, and one-on-one technical assistance related to the facilities development process, including feasibility analysis, capital planning, design, development, permit process, start-up, and facility maintenance.
6. Provide project management, primarily through consultants, to support child care providers in overseeing phases of construction and sign-off in larger, more complex projects.
7. Provide consultation services, in areas related to feasibility, planning, architectural, and /or design services.
8. Collect facility development and expansion data for reporting and evaluation purposes, including the number of early education slots created, enhanced and retained annually on an unduplicated basis. Data required by Child Care Development Impact Fee will be tracked discreetly in a routinely updated

Development Impact Fee Report that annually supports the Controller's Office Development Impact Fee audit.

9. Provide consultation and assistance regarding fiscal and operating issues to licensed ECE care centers serving low/moderate income children, particularly those contracted through California Department of Education-Early Education and Support Division and federal Early Head Start and Head Start, and for facilities identified as City priorities for capital projects.
10. Identify new opportunities for leveraged financing and development strategies and financing to meet the capital needs of the ECE sector, including the acquisition of property.
11. Provide staffing for monthly meetings of the City's Inter-agency Child Care Facilities Committee, comprised of representatives from OECE, the Mayor's Office of Housing and Community Development, San Francisco Planning Department, Office of Community Investment and Infrastructure and other City departments as invited; as well as for a periodic CCFF&TA Advisory Committee to gain feedback on the initiative's effectiveness meeting the needs of licensed ECE providers.
12. Work closely with a Program Advisory Committee for input and guidance on the direction of the program.

V. Location and Time of Services

Grantee will maintain an office in San Francisco located at 50 California Street, Suite 2900, San Francisco CA 94111, with office hours of 9:00 am – 5:00pm, Monday through Friday, with some evenings and/or weekends for trainings or special conferences/meetings. Technical assistance and monitoring is mainly provided on-site at the licensed facilities or prospective sites.

VI. Service Objectives

Grantee will report on the following service objectives annually:

1. Number of projects provided facility feasibility, planning, architectural, development and renovation consultation services. (Target: 5)
2. Number of centers that serve subsidized, low-income families provided fiscal and operating technical assistance. (Target 10)
3. Number of disaster preparedness incentives provided to child care providers that participate in the Department of Public Health or other disaster preparedness training. (Target: 30)
4. Number of providers trained on "Caring for Your Building," business expansion or other fiscal/operations training to improve business capacity. (Target: 30)
5. Number of renovation and repair grants made. (Target: 4)
6. Number of pre-development, capital, expansion and start-up grants awarded. (Target: 15)

7. Monitor a minimum of 10 facility grants to family child care providers.
8. Number of low-interest loans underwritten for ECE centers undertaking large facility projects, including acquisitions, rehabilitation and new construction, (Target: 2)
9. Administer revolving grants to 2-8 Title 5 state contracted providers in order to maintain operation during state budget delay. (Service objective deleted in the event of a timely state budget.)
10. Administer revolving grants to 2-8 Title 5 state contracted providers who are projected to over earn their contract and are approved for SF Pilot transfer funds, but for whom delays in the transfer would result in financial hardship and/or disenrollment of children.

VII. Outcome Objectives

Annually the grantee will report on the following outcome objectives:

1. Number of new center spaces developed through loans and grants, feasibility, planning, architectural, or design consultation services and start-up grants. To be measured against city licensed capacity May 1st annually. (Target: 60)
2. Number of new center spaces created through IPIC Capital New Development Grant(s) within neighborhood Area Plans. To be measured against city licensed capacity May 1st annually. (Target: 40)
3. Number of new family child care spaces developed through the Family Child Care expansion grant, technical assistance and other efforts. To be measured against city licensed capacity May 1st annually. (Target: 10)
4. A minimum of 24 family child care licensed spaces in Family Child Care Quality Networks retained or improved for successful quality improvement.
5. A minimum of 24 family child care licensed spaces in non-FCC Network family child care homes retained or improved for successful quality improvement.
6. Preserve a minimum of 200 child care center slots through loans, revolving grants and facilities assistance.
7. Preserve a minimum of 24 family child care slots through facilities renovation and repair grants.
8. A minimum of 80% percent of providers responding to a satisfaction survey who have participated in the class or workshop shall rate the class or workshop a three or above on a five point scale in a question pertaining to whether the workshop helped to strengthen the program and keep it in business.
9. Leverage CCFF&TA funds with non-City sources. (Minimum of 25%)

VIII. Reporting Requirements

A. Quarterly Reports

Grantee will submit quarterly reports regarding contract performance. The reports will adhere to the following format:

- a. Reports will contain a brief narrative describing accomplishments and challenges encountered during the quarter, including if IPIC Capital New Development Grant(s) were awarded, to which agency/agencies, and for what purpose(s).
- b. Reports will list the progress towards the service and outcome objectives, as stated in Sections V and VI of this appendix, and will include quarterly and year-to-date numbers for each objective. Names of centers and family child care providers will be included in objective reporting for loans, grants and technical assistance.
- c. Supporting documentation for the numbers presented in the reports must be maintained by the Grantee and must be available for auditing by the Department but need not be attached to the reports.
- d. Quarterly reports are due 15 days after the end of the quarter.

B. Ad Hoc Reports

Grantee will develop and deliver ad hoc reports as requested by DHS-HSA/OECE,

- C. Quarterly and Annual Reports will be entered into the CARBON database.

For assistance with reporting requirements or submission of reports, contact:

Graham Dobson, Program Manager
Office of Early Care and Education, A716
Graham.Dobson@sfgov.org

or

Elizabeth Léone, Contracts Manager
Office of Contract Management, GB16
Elizabeth.Leone@sfgov.org

IX. Monitoring Activities

- A. Program Monitoring: Program monitoring will include review of client eligibility, and back-up documentation for reporting progress towards meeting service and outcome objectives.
- B. Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly

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

HUMAN SERVICES AGENCY BUDGET SUMMARY
BY PROGRAM

Name Low Income Investment Fund

7/1/17-6/30/20

7 (Check One) New Renewal Modification

8 If modification, Effective Date of Mod. No. of Mod.

9 Program: Child Care Facilities Fund

10 Budget Reference Page No.(s)

11 Program Term	7/1/17-6/30/18							7/1/19-6/30/20							7/1/17-6/30/20			
	CalWorks	Child Care Capital Fund	IPIC Market/Octavia	IPIC Eastern Neighborhoods	IPIC Visitation Valley	IPIC Balboa Park	General Fund	Total	CalWorks	Child Care Capital Fund	IPIC Van Ness/Market Hub	IPIC Eastern Neighborhoods	IPIC Visitation Valley	IPIC Visitation Valley	IPIC Balboa Park	General Fund	Total	3 Year Total
12 Expenditures																		
13 Salaries & Benefits	\$253,492	\$339,348	\$0	\$0	\$0	\$0	\$0	\$592,811	\$292,333	\$351,226	\$0	\$0	\$0	\$0	\$0	\$0	\$643,634	\$1,641,468
14 Operating Expense	\$319,842	\$5,182,526	\$1,112,367	\$2,968,181	\$2,641,000	\$116,000	\$500,000	\$12,839,916	\$319,972	\$972,469	\$1,543,120	\$527,000	\$758,000	\$513,000	\$16,000	\$500,000	\$3,241,140	\$26,766,517
15 Subtotal	\$573,334	\$5,521,874	\$1,112,367	\$2,968,181	\$2,641,000	\$116,000	\$500,000	\$13,432,727	\$612,305	\$1,323,695	\$1,543,120	\$527,000	\$758,000	\$513,000	\$16,000	\$500,000	\$3,374,774	\$27,438,022
16 Indirect Percentage (%)	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%
17 Indirect Cost (Line 16 X Line 15)	\$77,746	\$74,531	\$0	\$0	\$0	\$0	\$0	\$152,277	\$77,746	\$76,304	\$0,000	\$0,000	\$0,000	\$0,000	\$0,000	\$0,000	\$158,876	\$482,203
18 Capital Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
19 Total Expenditures	\$651,051	\$5,596,405	\$1,112,367	\$2,968,181	\$2,641,000	\$116,000	\$500,000	\$13,585,005	\$690,051	\$1,400,000	\$1,543,120	\$527,000	\$758,000	\$513,000	\$16,000	\$500,000	\$4,033,651	\$27,920,227
20 HSA Revenues																		
21 CalWorks	\$651,051							\$651,051	\$651,051								\$651,051	\$1,653,153
22 Child Care Capital Fund		\$5,596,406						\$5,596,406		\$1,400,000							\$1,400,000	\$3,396,406
23 Interagency Planning Implementation Committee (IPIC)			\$1,112,367	\$2,968,181	\$2,641,000	\$116,000		\$6,837,648			\$1,543,120	\$527,000	\$758,000	\$513,000	\$16,000		\$1,481,000	\$11,220,668
24 General Fund							\$500,000	\$500,000							\$500,000		\$500,000	\$1,600,000
25																		
26																		
27 TOTAL HSA REVENUES	\$651,051	\$5,596,406	\$1,112,367	\$2,968,181	\$2,641,000	\$116,000	\$500,000	\$13,885,005	\$651,051	\$1,400,000	\$1,543,120	\$527,000	\$758,000	\$513,000	\$16,000	\$500,000	\$4,033,651	\$23,070,227
28 Other Revenues																		
29																		
30 LIIF Capital Contribution (MMTC and PIR)	\$3,750,000							\$3,750,000	\$5,250,000								\$1,500,000	\$10,800,000
31 Restricted Funds - Revolving Grants	\$1,468,000							\$1,468,000	\$1,468,000								\$1,468,000	\$4,404,000
32 Total Revenues								\$18,803,005	\$11,968,000								\$7,000,051	\$37,274,227
33 Full Time Equivalent (FTE)																		
35 Prepared by: <u>Candace Wong</u> Telephone No.: <u>415-689-6121</u> Date: <u>6/7/2017</u>																		
36 HSA-OO Review Signature: _____																		
37 HSA #1																		

Appendix C – Method of Payment

- I. In accordance with Section 5 of the Grant Agreement, payments shall be made for actual costs incurred and reported for each month. Under no circumstances shall payment exceed the amount set forth in Section 5 Compensation of the Agreement.
- II. Grantee will submit all bills, invoices and related documentation in the format specified by SFHSA within 15 days after the month of service to SFHSA's web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at: <https://contracts.sfhsa.org>

Grantee may submit bills, invoices and related documentation in the format specified by SFHSA via paper or email only upon special permission by their assigned Contract Manager.
- III. Grantee must sign up to receive payments electronically via Automated Clearing House (ACH). Remittance information will be provided through Paymode-X. Additional information and sign up is available at: <http://www.sfgov.org/ach>
- IV. The Executive Director or CFO must submit a letter of authorization designating specific users who will have access to CARBON to electronically submit and sign for invoices, budget revision requests, program reports, and view other information that is in CARBON.
 - A. Submittal of the invoice by designated authorized personnel with proper login credentials constitutes an electronic signature and certification of the invoice.
 - B. Authorized personnel with CARBON login credentials shall not share or internally reassign logins.
 - C. Grantee shall notify SFHSA Contract Manager immediately regarding any need for the restriction or termination of a previously authorized CARBON login.
- V. Invoices shall include actual expenditures incurred during the month, unless otherwise specified.
 - A. The invoice supplied shall include the total dollar amount claimed for the month.
 - B. There shall be no variance from the line item budget submitted which adversely affects program performance as contained in the Grantee's proposal and specified in the grant.
 - C. The invoice shall show by line item:
 1. Budgeted amount (per approved grant budget or modification)
 2. Expenses for invoice period
 3. Expenses year-to-date
 4. % of budget expended
 5. Remaining balance
 6. Adjustments, including advance payment recovery
 7. Program income when specified in the grant agreement.
 - D. Personnel expenditures will show same line item categories by position detail. Detail will show name of employee, position name, %FTE and budgeted salary.
 - E. With written approval from SFHSA Program/Contract Manager, Grantee may adjust items within the existing budget of the grant in accordance with SFHSA Office of Contract Management Policy for Budget Line Item Revisions.
 - F. Supporting Documentation, except as discussed below need not be submitted with the invoice. However, Grantee must keep and make available as requested such supporting documentation for all expenditures for which reimbursement is requested for all costs so claimed. All charges incurred shall be due and payable only after services have been

rendered, except as stated otherwise. Supporting documentation must be uploaded into CARBON and submitted along with the invoice.

- Documentation should be submitted with the invoice for all payroll expenses paid to budgeted personnel for the period covered by the invoice. Payroll information can be from a payroll service or a payroll ledger from the Grantee's accounting system
- For any and all non-recurring expenditures (e.g. equipment purchases/capital upgrades and building repair and upgrades) and/or items that exceed \$5,000, Grantee shall supply back-up documentation in the form of a paid invoice(s).
- Indirect costs shall not be applied to non-reoccurring expenses.
- All subcontracted services must be documented by submission of the subcontractor's paid invoice, regardless of dollar amount.
- If this grant agreement contains any Pass-Through funding requiring specific expense documentation from the source agency, Federal, State, Private or other then the following documentation shall also be included with each invoice submission:

Funding Agency: Federal CFDA or other Identification #: 93.558

1. California Department of Social Services

2. _____

3. _____

4. _____

- VI. Following SFHSA verification of submitted Invoice with required documentation of incurred expenses via CARBON, SFHSA will authorize payment within 10 business days after receipt of the invoice.
- VII. Within 45 days after the end of the grant period, Grantee shall submit a final report reflecting actual expenditures, which will be supported by the Grantee's accounting records. If a refund is due SFHSA, it will be submitted with the final report.
- VIII. Advances or prepayments are allowable in order to meet the Grantee cash flow needs in certain unique circumstances. The Agency, at its sole discretion, shall make available to the Grantee upon written request an advance amount not to exceed two (2) months or 1/6th of the total annualized grant award, or as mutually agreed upon. The advanced sum shall be deducted from the Grantee's monthly invoices at an equal rate each month that will enable repayment by the tenth month of the fiscal year. For a twelve-month grant the rate of repayment of the advance will be 1/10th per month from July to April. Requests for advance payment will be granted on a case-by-case basis and are not intended to be a regular "automatic" procedure. Approval will be a consensus of Program and Contract Staff.

Once the grant is certified, the Grantee, prior to distribution of any advanced payment, must fulfill the following conditions:

1. All contractual compliance requirements must be current, i.e., reports submitted and approved, corrective actions resolved, business tax and insurance certificates in place, prompt and fully documented billings.
2. The Grantee shall submit a written request with a narrative justification that fully describes the unique circumstances to the Program Manager and Contract Manager for review and approval.
3. Final invoice from the preceding fiscal year must be received prior to advance distribution.

IX. Timely Submission of Reports – If reports/documents are required, Grantee shall submit these reports prior to submitting invoices. Failure to submit required reports/documents in CARBON by specified deadlines may result in withholding of grant payments.

Appendix D-Interests In Other City Grants

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

NONE

City Department or Commission	Date of Grant	Amount of Grant

Appendix E-Permitted Subcontractors

NONE

Appendix F - Federal Award Information for Subrecipients

Service	CFDA	CFDA Title	Other Name, if any	Federal awarding agency	Known (and anticipated) Federal Prime Award Numbers and Award periods	Known Federal Award Date	Uniform Guidance Effective Date	Pass-Through Agency (from Federal to CCSF) if applicable	Known (and anticipated) Pass-Through Award Identifying Information and Award periods	Federal Award Amount: Actual (and Anticipating) to CCSF	Research & Development Award?
Child Care Facilities Fund (LIF)	93.558	Temporary Assistance to Needy Families	CalWORKs	Department of Health and Human Services	1601CATANF for 5 years	10/07/2015 12/02/2015 01/19/2016	1/1/2015	California Department of Social Services	N/A: Annual subvention funding	Anticipating estimated \$63,030,000 annually	No

Appendix G

Federal Requirements: Provisions for All Federal Funds Subawards and Matching Funds to Federal Funds

I. Definitions

These are Federal definitions that come from Federal Uniform Guidance, 2 CFR Part 200, and are in addition to and may vary from definitions provided in the City's Grant Agreement, Grant Amendment, and Professional Services Agreement documents.

- A. **City** means the City and County of San Francisco.
- B. **Subaward** means an award provided by a pass-through entity (e.g. the City) to a **Subrecipient** for the Subrecipient to carry out all or part of a Federal award. It does not include payments to an individual that is a beneficiary of a Federal program (2 CFR §200.92). Characteristics of Subawards, as opposed to Subcontracts, include but are not limited to that a Subrecipient
 - i. Has programmatic decision-making responsibility within the Scope of Services of the agreement
 - ii. May determine client eligibility for the federal program
 - iii. In accordance with its agreement, uses the Federal funds to carry out all or part of Federal a program, as opposed to providing goods or services to help the City administer the Federal program.
 - iv. See 2 CFR §200.330 for more guidance.
- C. **Third Party Subaward** means a Subaward at any tier entered into by a Subrecipient, financed in whole or in part with Federal assistance originally derived from the Federal awarding agency.
- D. **Contract and/or Subcontract** means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award (2 CFR §200.22). Characteristics of Subcontracts, as opposed to Subawards, include but are not limited that to a **Subcontractor**
 - i. Has little or no programmatic decision-making responsibility in how it carries out the purpose of the Contract
 - ii. Does not determine client eligibility for the federal program
 - iii. Provides goods or services that are ancillary to the operation of the Federal program and/or that help the City administer the Federal program.
 - iv. See 2 CFR §200.330 for more guidance.
- E. **Third Party Subcontract** means a Subcontract at any tier entered into by Contractor or Subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal awarding agency.

II. Federal Changes

- A. Subrecipient shall at all times comply with all applicable regulations, policies, procedures and Federal awarding agency directives, including without limitation those listed directly or by reference in the Master Agreement between the City and the Federal awarding agency or in the Grant Program Guidelines, as they may be amended or promulgated from time to time during the term of this Agreement. Subrecipient's failure to so comply shall constitute a material breach of this agreement.

III. Requirements for Pass-Through Entities (2 CFR §200.331)

- A. For any Third Party Subawards that the Subrecipient enters into in the course of carrying out this agreement the Subrecipient shall include
- i. Federal award information as specified in 2 CFR §200.331(a)(1) to the best of its knowledge.
 - ii. Requirements imposed by the Federal awarding agency, the City, or itself in order to meet its own responsibility to the City under this Subaward.
 - iii. An approved federally recognized indirect cost rate negotiated between the Subrecipient and the Federal Government or. If no such rate exists, either a rate negotiated between the Subrecipient and its Third Party Subrecipients, or a de minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (f);
 - iv. A requirement that the Third Party Subrecipient permit the Subrecipient, the City, higher level funders, and auditors to have access to the Subrecipient's records and financial statements as necessary for the Subrecipient to meet the requirements of this part; and
 - v. Appropriate terms and conditions concerning closeout of the Subaward.
- B. For any Third Party Subawards that the Subrecipient enters into in the course of carrying out this agreement, the Subrecipient agrees to
- i. Evaluate each Third Party Subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the Subaward for purposes of determining the appropriate Subrecipient monitoring described in paragraphs (iii) of this section,
 - ii. Consider imposing specific Subaward conditions upon a Third Party Subrecipient if appropriate as described in 2 CFR §200.207 Specific conditions.
 - iii. Monitor the activities of the Third Party Subrecipient as necessary to ensure that the Subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the Subaward; and that Subaward performance goals are achieved. See 2 CFR §200.331(d) and (e) for specific requirements.

- iv. Verify that every Third Party Subrecipient is audited as required by 2 CFR §200 Subpart F—Audit Requirements of this part when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR §200.501 Audit requirements.
- v. Consider whether the results of the Third Party Subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
- vi. Consider taking enforcement action against noncompliant Third Party Subrecipients as described in 2 CFR §200.338 Remedies for noncompliance of this part and in program regulations.

IV. Procurement Compliance (2 CFR §200.318 through .326)

- A. Subrecipient agrees to comply with the procurement standards set forth in 2 CFR § 200.318 through § 200.326. This includes but is not limited to the following
- B. General procurement standards, including using its documented procurement procedures which reflect all applicable laws, regulations, and standards; maintaining oversight of contractors; maintaining written standards of conflict covering conflicts of interest and organizational conflicts of interest; avoiding acquisition of duplicative items; awarding contracts only to responsible contractors possessing the ability perform the terms and conditions of the proposed procurement successfully; and maintaining records sufficient to detail the history of procurements.
- C. Providing full and open competition as per 2 CFR § 200.319
- D. Complying with standards of the five methods of procurement described in 2 CFR § 200.320: micro-purchases, small purchases, sealed bids (formal advertising), competitive proposals, and non-competitive (sole source) proposals.

V. Cost Principles Compliance (2 CFR §200 Subpart E)

- A. Subrecipient agrees to comply with the Cost Principle specified in 2 CFR § 200 Subpart E for all costs that are allowable and included in this agreement with the City. This includes but is not limited to compliance with the following
- B. §200.430 Compensation – personal services, including §200.430(i) regarding Standards for Documentation for Personnel Expense. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the actual work performed. The requirements for these records include but are not limited to that they
 - i. Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
 - ii. Be incorporated into the official records of the Subrecipient;
 - iii. Reasonably reflect the total activity for which the employee is compensated by the Subrecipient, not exceeding 100% of compensated activities;

- iv. Encompass both federally assisted and all other activities compensated by the Subrecipient on an integrated basis, but may include the use of subsidiary records as defined in the Subrecipient's written policy;
- v. Comply with the established accounting policies and practices of the Subrecipient;
- vi. Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.
- vii. Budget estimates alone do not qualify as support for charges to Federal awards, but may be used for interim accounting purposes in certain conditions (see §200.430(i)(1)(viii)).
- viii. In accordance with Department of Labor regulations implementing the Fair Labor Standards Act (FLSA) (29 CFR part 516), charges for the salaries and wages of nonexempt employees, in addition to the supporting documentation described in this section, must also be supported by records indicating the total number of hours worked each day.
- ix. Salaries and wages of employees used in meeting cost sharing or matching requirements on Federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from Federal awards.
- x. A Subrecipient whose the records may not meet the standards described in this section shall use personnel activity reports (also known as time studies), prescribed certifications for employees working 100% on the same Federal program, or equivalent documentation as supporting documentation.

VI. Equal Employment Opportunity Compliance *(applicable to all construction agreements awarded in excess of \$10,000 by grantees and their contractors or subgrantees; 2 CFR §200 Appendix II(c))*
 Subrecipient agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60).

VII. Davis-Bacon Act Compliance *(applicable to construction agreements in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation; 2 CFR §200 Appendix II(d))*
 Subrecipient agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141-3418) as supplemented by Department of Labor regulations (29 CFR Part 5).

VIII. Copeland Anti-Kickback Act Compliance *(applicable to construction agreements in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation; 2 CFR §200 Appendix II(d))*

Subrecipient agrees to comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3).

IX. Contract Work Hours and Safety Standards *(applicable to all agreements awarded by grantees and subgrantees in excess of \$100,000, which involve the employment of mechanics or laborers; 2 CFR §200 Appendix II(e))*

- A. Compliance:** Subrecipient agrees that it shall comply with Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.
- B. Overtime:** No Subrecipient contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- C. Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the provisions of Paragraph B, the Subrecipient and any Subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In additions, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph B.
- D. Withholding for unpaid wages and liquidated damages:** The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Subrecipient or Subcontractor under any such Contract or any other Federal Contract with the same Prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set for in paragraph C of this section.

X. Notice of Requirements Pertaining to Intangible Property, Copyrights, Inventions, and Freedom of Information Act Requests (2 CFR §200 Appendix II(f) and 2 CFR §200.315)

- A. Title to intangible property (see 2 CFR §200.59 Intangible property) acquired under a Federal award vests upon acquisition in the Subrecipient unless otherwise detailed elsewhere in this agreement. The Subrecipient must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 CFR §200.313 Equipment paragraph (e).
- B. The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
- C. The Subrecipient is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."
- D. The Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- E. The Subrecipient shall comply with Freedom of Information Act (FOIA) requests passed down from the Federal government to the City.

XI. Debarment and Suspension (applicable to all contracts and subcontracts; 2 CFR §200 Appendix II(h))

- A. Subrecipient represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension." Subrecipient agrees that neither Subrecipient nor any of its Third Party Subrecipients or Subcontractors shall enter into any third party Subawards or Subcontracts for any of the work under this Agreement with a third party who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689. 2 CFR §180.220.
- B. Subrecipient and Third Party Subrecipients and Subcontractors can meet this requirement with lower level entities by requiring they sign a certification to its effect and by checking those entities' status at the System for Award Management (SAM) at www.sam.gov under Search Records on a regular, but at least annual, basis.

XII. Byrd Anti-Lobbying Certification *(applicable for Subawards or Subcontracts in excess of \$100,000; 2 CFR §200 Appendix II(i) and by inclusion, 45 CFR Part 93)*

A. Subrecipient hereby certifies, to the best of his or her knowledge and belief, that

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the person signing this agreement, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal award or contract, the making of any Federal grant or contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, with its offer, OMB Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- iii. The person signing this agreement shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and require that all recipients of such awards in excess of \$100,000 shall certify and disclose accordingly.

- B.** This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is imposed by section 1352, title 31, U.S. Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XIII. Single Audit Requirements

Subrecipient shall comply in all respects with 2 CFR §200 Subpart F – Audit Requirements. The Federal expenditures spent under this agreement shall be counted toward the \$750,000 threshold of Federal award expenditures for a Single Audit.

XIV. Incorporation of Uniform Administrative Requirements and Exceptions from Federal Awarding Agencies

- A.** The preceding provisions include, in part, certain standard terms and conditions required by the Federal awarding agency, whether or not expressly set forth in the preceding agreement provisions. All provisions required by the Federal awarding agency, as set forth in 2 CFR Part 200, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all of the Federal awarding agency's

mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any City requests that would cause City to be in violation of the Federal awarding agency's terms and conditions.

B. Further, all provisions of each Federal Awarding Agency's incorporation of the Uniform Guidance are also hereby incorporated as reference.

- i. US Health and Human Services: 45 CFR Part 75 (includes some exceptions and additions)
- ii. US Department of Housing and Urban Development: (no exceptions or additions)
- iii. US Department of Education: (no exceptions).
- iv. US Department of Agriculture: 2 CFR Part 400

XV. Inclusion of Federal Requirements in Third Party Subawards and Subcontracts

Subrecipient agrees to include all of the above clauses in each Third Party Subaward and Subcontract (Subcontracts shall exclude Requirements for Pass-Through Entities) financed in whole or in part with Federal assistance provided by the Federal awarding agency, unless the third party agreements do not meet the dollar thresholds indicated.

Appendix H

Federal Requirements: Provisions for Subawards and Subcontracts of Department of Health & Human Services Administration for Children and Families Funds, and Matching Funds to those Federal Funds

- I. In accordance with the provisions of Title V, Subtitle D of Public Law 100-690, the “Drug-Free Workplace Act of 1988,” all grantees and subrecipients must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment (2 CFR Part 328).
- II. Religious organizations are eligible, on the same basis as any other organization, to participate in federally-funded programs for which they are otherwise eligible. No Subrecipients shall, in the selection of service providers, discriminate for or against an organization on the basis of the organization's religious character or affiliation (45 CFR 87).
- III. Direct Federal grants, subawards, and contracts under these programs shall not be used to support inherently religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under these programs (45 CFR 87).
- IV. In accordance with Part C of Public Law 103-227, the “Pro-Children Act of 1994,” smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities used for inpatient drug and alcohol treatment. This language must be included in any subawards that contain provisions for children’s services and that all sub grantees shall certify compliance accordingly.
- V. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104). For the full text of the

award term, go to: <http://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons>

- VI. In accordance with the decision in *United States v. Windsor* (133 S. Ct. 2675 (June 26, 2013)); Section 3 of the Defense of Marriage Act, codified at 1 USC 7, in any grant-related activity in which family, marital, or household consideration are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively.
- a. By “same-sex spouses,” HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 States, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage.
 - b. By “same-sex marriages,” HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 States, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage.
 - c. By “marriage,” HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.
- VII. Unless superseded by program-specific regulations, Federal funds under this award may not be used for construction or purchase of land.
- VIII. To the greatest extent practicable, all equipment and products purchased with Federal funds shall be American-made (Public Law 103-333, Section 507).

CITY AND COUNTY OF SAN FRANCISCO

FIRST AMENDMENT

TO THE GRANT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND LOW INCOME INVESTMENT FUND (LIIF)

THIS AMENDMENT (this "Amendment") is made as of **July 1, 2018**, in San Francisco, California, by and between **Low Income Investment Fund, 50 California Street, Suite 2900, San Francisco, CA 94111**, hereinafter referred to as "Grantee", and the City and County of San Francisco,

RECITALS

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

WHEREAS, City and Grantee desire to modify the Agreement on the terms and conditions set forth herein to **add consultancy services for Mission Economic Development Agency's family child care providers workshops** and,

WHEREAS, Grantee represents and warrants that it is qualified to perform the services required by City as set forth under this Grant and Modification Agreement;

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

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

a. **Agreement.** The term "Agreement" shall mean the Agreement dated **July 1, 2017** between Grantee and City.

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

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

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

(a) **Article 5.1 Maximum Amount of Grant Funds** of the Agreement currently reads as follows:

The amount of the Grant Funds disbursed hereunder shall not exceed Twenty-Three Million, Seventy Thousand, Two Hundred Twenty-Seven Dollars (\$23,070,227) for the period from July 1, 2017 to June 30, 2020, plus any contingent amount authorized by City and certified as available by the Controller.

Contingent amount: Up to Two Million, Three Hundred Seven Thousand, Twenty-Three Dollars (\$2,307,023) for the period from July 1, 2019 to June 30, 2020 (Y3), may be available, in the City's sole discretion as a contingency but only subject to written authorization by the City and if monies are certified as available by the Controller.

The maximum amount of Grant Funds disbursed hereunder shall not exceed Twenty-Five Million, Three Hundred Seventy-Seven Thousand, Two Hundred Fifty Dollars (\$25,377,250) for the period from July 1, 2017 to June 30, 2020 (Y1-Y3).

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

The amount of the Grant Funds disbursed hereunder shall not exceed Twenty-three Million, Two Hundred Thirty-Two Thousand, Two Hundred and Four Dollars (\$23,232,204) for the period from July 1, 2017 to June 30, 2020, plus any contingent amount authorized by City and certified as available by the Controller.

Contingent amount: Up to Two Million, One Hundred Forty-Five Thousand, Forty-Five Dollars (\$2,145,045) for the period from July 1, 2017 to June 30, 2020, may be available, in the City's sole discretion, as a contingency subject to authorization by the City and certified as available by the Controller.

The maximum amount of Grant Funds disbursed hereunder shall not exceed Twenty-Five Million, Three Hundred Seventy-Seven Thousand, Two Hundred Fifty Dollars (\$25,377,250) for the period from July 1, 2017 to June 30, 2020 (Y1-Y3).

Grantee understands that, of the maximum dollar disbursement listed in Section 5.1 of this Agreement, the amount shown as the Contingent Amount may not to be used in Program Budgets attached to this Agreement as Appendix B, and is not available to Grantee without a revision to the Program Budgets of Appendix B specifically approved by Grant Agreement Administrator. Grantee further understands that no payment of any portion of this contingency amount will be made unless and until such funds are certified as available by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

- (b) **Appendix A.** Appendix A, pp. 1-7, of the agreement describes the services to be provided.

Such section is hereby replaced in its entirety by Appendix A-1, Services to be Provided, pp. 1-10.

- (c) **Appendix B.** Appendix B, Calculation of Charges, pp. 1-4, displays the original total amount of **\$23,070,227**.

Such section is hereby replaced in its entirety by Appendix B-1, Calculation of Charges, pp. 1-5, which displays the budget as herein modified.

- (d) **17.6 Entire Agreement.** Section 17.6 is hereby replaced in its entirety to read as follows:

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-1, Services to be Provided
Appendix B-1, Budget
Appendix C, Method of Payment
Appendix D, Interests in Other City Grants
Appendix E, Permitted Subgrantees
Appendix F, Federal Award Information
Appendix G, Federal Requirements for Subrecipients
Appendix H, Additional Federal Requirements

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after **July 1, 2018**.

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

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

CITY

Recommended by:



9/23/19

Trent Rhorer
Executive Director
Human Services Agency

Date

Approved as to Form:

By:



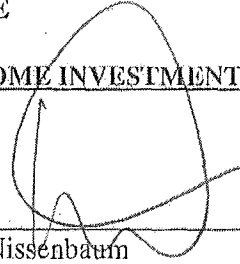
9/11/19

David Ries
Deputy City Attorney

Date

GRANTEE

LOW INCOME INVESTMENT FUND



Daniel A. Nissenbaum
Chief Executive Officer
50 California Street, Suite 2900
San Francisco, CA 94111

Phone: (415) 772-9094

Federal Tax ID #: 94-2952578

City Vendor Number: 16095

DUNS Number: 36-133-8312

Appendix A-1: Services to be Provided
Low Income Investment Fund – Child Care Facilities Funding &
Technical Assistance
July 1, 2017 – June 30, 2020

I. Purpose of Grant

The purpose of the grant is to provide both technical assistance and affordable capital to child care providers in order to retain and increase the quantity and enhance the quality of licensed child care available to families and children. This is accomplished through the administration of the Child Care Facilities Fund.

II. Definitions

ACCF	Affordable Child Care Fund. The Fund, established in 1985, is a development impact fee collected from new office and hotel development at occupancy. Fees are assessed on office/hotel developments adding 50,000 square feet or more in designated areas of downtown San Francisco. Developers can meet the mandate of legislation in one of three ways: <ul style="list-style-type: none">⇒ Developers can build a child care facility on-site.⇒ Developers can establish a relationship with a non-profit to provide a child care facility in the city.⇒ Developers can pay \$1 per square foot of commercial space developed into the Fund. In 2003 the legislation was modified to reflect state law requiring that development impact fees only be spent on capital and infrastructure improvements. The Affordable Child Care Fund was renamed the Child Care Capital Fund.
CCCF	San Francisco’s Child Care Capital Fund, revenues derived from development impact fees on large office and hotel projects and residential developments as required by San Francisco's Planning Code.
CCFF&TA	Child Care Facilities Funding & Technical Assistance
CDE	California Department of Education
City	City and County of San Francisco

Child Care Facilities Interagency Committee	A committee comprised of representatives from MOHCD, Office of Early Care and Education, OCII and the Planning Department and staffed by LIIF, that meets monthly to discuss specific ECE facility's needs, pipeline projects, and strategies in San Francisco. The committee also approves specific projects funded through the CCCF.
DHS	San Francisco Department of Human Services, a division of HSA
ECE	Early Care and Education
FCC	Family Child Care providers are licensed providers who offer care in their home. A Family Child Care Home reflects a home-like environment where non-medical care and supervision is provided for periods of less than 24 hours. There are Small Family Child Care Homes and Large Family Child Care Homes.
FCCQN	Family Child Care Quality Network
Grant Monitoring	CCFF grant monitoring includes maintaining complete, accurate and up-to-date files on all CCFF grantees for the term of the grant. Yearly reporting requirements help to ensure grantees are in compliance with the terms of their grant agreements. CCFF grants are recoverable if the service is not provided for the full grant term.
Grantee	Low Income Investment Fund
HSA	San Francisco Human Services Agency
IPIC	Interagency Plan Implementation Committee, coordinated by SF Planning Department and responsible for prioritizing projects and funding, coordinating ongoing planning efforts for designated zones of development.
Loan Administration	Loan administration services provided by LIIF include, but are not limited to, reviewing loan eligibility, upfront loan analysis, underwriting, commitment, closing, disbursement, conversion, and ongoing monitoring and compliance.
MEDA	Mission Economic Development Agency. This organization will be the contract consultant as of July 1, 2018.

MOHCD	Mayor's Office of Housing and Community Development
OCII	Office of Community Investment and Infrastructure
OECE	San Francisco Office of Early Care and Education
PAC	Program Advisory Committee is the community-based advisory committee that guides the work of the Child Care Facilities Fund.
Predevelopment Grants	Predevelopment grants support feasibility, planning, architectural, design services, environmental, engineering, permit fees and/or other soft costs related to pre-construction of a site.
Project Management	Project Management services include construction management both before and during construction. The Project Manager acts as the child care provider's representative to architects, contractors, developers and other professionals regarding construction financing and construction issues.
Renovation and Repair Grants	Renovation and repair grants support centers and family child care providers to address deferred facilities maintenance needs in order to ensure healthy and safe environments for children and maintain their licensing by the State of California.
Revolving Grant	Repayable grants provided to providers as cash flow funding, not meeting loan status, but with conditions for repayment
Start-up Capacity Building Grants	Start-Up Capacity Building Grants support the expansion of early education spaces. Depending on the annual guidelines developed by LIIF, with guidance from PAC, these grants fund operating costs, typically up to \$2,200 per child, for new or relocated ECE centers that serve low income children. An emphasis is made to prioritize the creation of spaces serving infants and toddlers.

III. Target Population

Over 300 licensed ECE centers and over 700 licensed family child care (FCC) homes in San Francisco, with an emphasis on providers caring for children 0-5. Priority will be those facilities located in residential developments wholly or partially funded by the City and County of San Francisco, e.g. HOPE SF communities, alignment with the City's affordable housing plan, and public/private partnerships; providers serving a greater number of low to moderate income and/or CalWORKs, homeless or at-risk families,

and/or enrollment of City-subsidized children; and those providers serving infants, toddlers and/or children with specialized physical or mental health needs. Specific revenues in the grant have slightly different priorities and allowable target uses.

IV. Description of Services

Grantee shall provide the following services during the term of this grant:

1. Administer a range of financial products to meet the evolving capital needs of the licensed ECE field including, but not limited to: development, marketing, underwriting, financial grants and loans, monitoring, and repayment. The expected array of financial products currently includes, but is not limited to:
 - Planning and predevelopment grants
 - Capital development grants and loans
 - Start-up financing
 - Facility renovation and repair grants
 - Short-term emergency repayable grants
 - Acquisition financing, loans and subsidized loans
 - Disaster preparedness incentives
 - And other programs
2. Create leveraged financing strategies in the context of individual projects and to otherwise support the facilities fund efforts citywide.
3. Administer the Child Development Capital Fund and track fund expenditures and total project expenditures by project.
4. Administer the Interagency Plan Implementation Committee (IPIC) capital new development grants to increase access to ECE services within specific neighborhood Area Plans, and track fund expenditures and total project expenditures by project.
5. Provide training, resources, linkages, and one-on-one technical assistance related to the facilities development process, including feasibility analysis, capital planning, design, development, permit process, start-up, and facility maintenance.
6. Provide project management, primarily through consultants, to support child care providers in overseeing phases of construction and sign-off in larger, more complex projects.
7. Provide consultation services, in areas related to feasibility, planning, architectural, and /or design services.
8. Collect facility development and expansion data for reporting and evaluation purposes, including the number of early education slots created, enhanced and retained annually on an unduplicated basis. Data required by Child Care Development Impact Fee will be tracked discreetly in a routinely updated

Development Impact Fee Report that annually supports the Controller's Office Development Impact Fee audit.

9. Provide consultation and assistance regarding fiscal and operating issues to licensed ECE care centers serving low/moderate income children, particularly those contracted through California Department of Education-Early Education and Support Division and federal Early Head Start and Head Start, and for facilities identified as City priorities for capital projects.
10. Support the capital improvements of city facilities licensed as child care centers and assigned to the Human Services Agency.
11. Identify new opportunities for leveraged financing and development strategies and financing to meet the capital needs of the ECE sector, including the acquisition of property.
12. Provide staffing for monthly meetings of the City's Inter-agency Child Care Facilities Committee, comprised of representatives from OECE, the Mayor's Office of Housing and Community Development, San Francisco Planning Department, Office of Community Investment and Infrastructure and other City departments as invited; as well as for a periodic CCFF&TA Advisory Committee to gain feedback on the initiative's effectiveness meeting the needs of licensed ECE providers.
13. Work closely with a Program Advisory Committee for input and guidance on the direction of the program.

Revised 7/1/2018 to add - Consultancy Services:

OECE will ensure the additional following services are provided by the consultancy agency and monitored during the term of this grant:

- A. **One-on-One Business Technical Assistance & Coaching**
Through its family child care program, MEDA will provide individualized business technical assistance to family child care providers citywide to address their business assistance needs. Performed one-on-one with a MEDA business program consultant, technical assistance will include a general assessment, an action plan, and other business-related services as needed. This includes grant/loan application assistance, business plan and marketing plan creation, permitting and licensing, financial projections, and assistance in the creation of other operational documents.
- B. **Family Childcare Business Workshops**
MEDA will provide better business practices workshops to a broader audience of family child care providers and potential providers citywide to help them plan and improve their business operations. These workshops are specifically tailored towards the needs of family child care providers. Primary topics will include business planning, budgeting, and bookkeeping, and marketing, among other topics relevant to providers. MEDA will also provide these trainings for family childcare providers on better business practices, and for FCCQN consultants through other agencies and

through partnerships with organizations like Children's Council of San Francisco and Wu Yee Children's Services.

C. MEDA Core Business Training

Family child care providers will be encouraged to enroll in MEDA's core business training course, which includes 12 hours of business training. This training provides clients with a comprehensive understanding of how to effectively run a business. Upon graduation from MEDA's business trainings, they will have gained significant knowledge on marketing, operations, and personal finance, ultimately culminating in the creation of a business plan.

D. Technology Trainings

Through the Plaza Adelante Tech Center, MEDA will offer providers with topical technology trainings aimed to increase access to child care for families and enhance business performance. Trainings include basic computer literacy, Minute Menu subsidy access, WIX web design, online marketing, Excel, and Quickbooks for basic accounting. Technology assistance shall also support the implementation of electronic signatures for subsidy enrollment reporting for Family Child Care Quality Network members, including the interface with FCC budgeting and payment collections.

E. Financial Coaching

MEDA will also provide personalized financial coaching to assist family child care providers in improving their financial situation. Coaching begins with an assessment of available credit history, looking at their personal and business present cash flow, and defining a plan to improve their situation reducing debt, improving or establishing credit and increasing savings. MEDA staff will then create an action plan to help providers determine what steps they will need to take in order to define financial goals, work a monthly budget and define a plan to increase savings, reduce debt and establish or improve their credit score.

V. Location and Time of Services

Grantee will maintain an office in San Francisco located at 50 California Street, Suite 2900, San Francisco CA 94111, with office hours of 9:00 am – 5:00pm, Monday through Friday, with some evenings and/or weekends for trainings or special conferences/meetings. Technical assistance and monitoring is mainly provided on-site at the licensed facilities or prospective sites.

Consultancy Location and Time of Services:

Consultancy services will primarily be offered at MEDA's office location and Tech Center at Plaza Adelante, 2301 Mission Street. MEDA will also provide some Business Workshops for family child care providers at other locations in the City through partnerships with organizations such as Children's Council of San Francisco and Wu Yee Children's Services.

VI. Service Objectives

Grantee will report on the following service objectives annually:

1. Number of projects provided facility feasibility, planning, architectural, development and renovation consultation services. (Target: 5)
2. Number of centers that serve subsidized, low-income families provided fiscal and operating technical assistance. (Target 10)
3. Number of disaster preparedness incentives provided to child care providers that participate in the Department of Public Health or other disaster preparedness training. (Target: 30)
4. Number of providers trained on "Caring for Your Building," business expansion or other fiscal/operations training to improve business capacity. (Target: 30)
5. Number of renovation and repair grants made. (Target: 4)
6. Number of pre-development, capital and move-in grants awarded. (Target: 15)
7. Monitor a minimum of 10 facility grants to family child care educators.
8. Number of low-interest loans underwritten for ECE centers undertaking large facility projects, including acquisitions, rehabilitation and new construction. (Target: 2)
9. Administer revolving grants to 2-8 Title 5 state contracted providers in order to maintain operation during state budget delay. (Service objective deleted in the event of a timely state budget.)
10. Administer revolving grants to 2-8 Title 5 state contracted providers who are projected to over earn their contract and are approved for SF Pilot transfer funds, but for whom delays in the transfer would result in financial hardship and/or disenrollment of children.

Consultancy Service Objectives:

On an annual basis, OECE will ensure the following service objectives are met by the consultancy agency:

- A. Provide one-on-one technical assistance and coaching services to 20 licensed family child care providers.
- B. Of the 20 FCC providers from Objective A, 18 will receive 2 or more of MEDA's one on one integrated coaching services. These services include legal referrals, access to Capital, home opportunities coaching (rental/ownership), business coaching, financial capability, technology training, digital integration (access to low cost internet), benefits screening, and workforce job assistance.
- C. Provide customized family child care business workshops to 60 licensed family child care providers.
- D. Provide MEDAs core business training course series to 5 licensed family child care providers (7 week training which includes business & financials development, financial capability, licenses/permits and taxes for small businesses)

VII. Outcome Objectives

Annually the grantee will report on the following outcome objectives:

1. Number of new center spaces developed through loans and grants, feasibility, planning, architectural, or design consultation services and start-up grants. To be measured against city licensed capacity May 1st annually. (Target: 60)
2. Number of new center spaces created through IPIC Capital New Development Grant(s) within Neighborhood Area Plans. To be measured against city licensed capacity May 1st annually. (Target: 40)
3. Number of new family child care spaces developed through the Family Child Care expansion grant, technical assistance and other efforts. To be measured against city licensed capacity May 1st annually. (Target: 10)
4. A minimum of 24 family child care licensed spaces in Family Child Care Quality Networks retained or improved for successful quality improvement.
5. A minimum of 24 family child care licensed spaces in non-FCCQN family child care homes retained or improved for successful quality improvement.
6. Preserve a minimum of 200 child care center spaces through loans, revolving grants and facilities assistance.
7. Preserve a minimum of 24 family child care spaces through facilities renovation and repair grants.
8. A minimum of 80% percent of providers responding to a satisfaction survey who have participated in the class or workshop shall rate the class or workshop a three or above on a five point scale in a question pertaining to whether the workshop helped to strengthen the program and keep it in business.
9. Leverage CCFF&TA funds with non-City sources. (Minimum of 25%)

Consultancy Outcome Objectives:

On an annual basis, Grantee will ensure the following outcome objectives are met:

- A. 10 family child care providers will integrate better business practices by creating formal tools such as a contract, parent handbook, business budget & cash flow projections, marketing materials & other administrative tools. They may also gain technology know how, business/ housing stabilization, and/or legal assistance.
- B. 10 family child care providers will show an improvement in their financial situation through increased savings, lowered debt, or improved credit scores.
- C. Impact of 1-on-1 TA and coaching services:

MEDA staff will measure the following indicators:

- Total number of unduplicated child care slots impacted

- Total number of unduplicated subsidized child care slots impacted
- Total number of unduplicated non-FCCQN family child care providers receiving services

D. Impact: On a scale of 0-5, a minimum of 75% of FCCQN and non-FCCQN providers who respond will rate 3 or above that they have increased their effectiveness as a small business as a result of attending a MEDA training, workshop or meeting.

VIII. Reporting Requirements

A. Quarterly Reports

Grantee will submit quarterly reports regarding contract performance. The reports will adhere to the following format:

- Reports will contain a brief narrative describing accomplishments and challenges encountered during the quarter, including if IPIC Capital New Development Grant(s) were awarded, to which agency/agencies, and for what purpose(s).
- Reports will list the progress towards the service and outcome objectives, as stated in Sections V and VI of this appendix, and will include quarterly and year-to-date numbers for each objective. Names of centers and family child care providers will be included in objective reporting for loans, grants and technical assistance.
- Supporting documentation for the numbers presented in the reports must be maintained by the Grantee and must be available for auditing by the Department but need not be attached to the reports.
- Quarterly reports are due 15 days after the end of the quarter.

B. Ad Hoc Reports

Grantee will develop and deliver ad hoc reports as requested by DHS-HSA/OECE,

C. Quarterly and Annual Reports will be entered into the CARBON database.

For assistance with reporting requirements or submission of reports, contact:

Graham Dobson, Senior Policy Analyst
Office of Early Care and Education, A716
Graham.Dobson@sfgov.org

or

Elizabeth Leone, Senior Contracts Manager
Office of Contract Management, GB16
Elizabeth.Leone@sfgov.org

IX. Monitoring Activities

- A. Program Monitoring: Program monitoring will include review of client eligibility, and back-up documentation for reporting progress towards meeting service and outcome objectives.

- B. Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

	A	B	C	F	I	J	K	L	M	N	R	S	T	U	V	Y
1	HUMAN SERVICES AGENCY BUDGET SUMMARY															
2	BY PROGRAM															
3																
4																
5	Name <u>Low Income Investment Fund</u>															
6																
7	(Check One) New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Modification <input checked="" type="checkbox"/> X															
8	If modification, Effective Date of Mod. No. of Mod.															
9	Program: Child Care Facilities Fund															
10	Budget Reference Page No. (s)															
11	Program Term	CalWorks	Child Care Capital Fund	IPIC Eastern Neighborhoods	General Fund	Total	CalWorks	Child Care Capital Fund	Transbay	IPIC Market/Octavia	General Fund	Total	CalWorks	Child Care Capital Fund	Transbay	IPIC Visitation Valley
12	Expenditures															
13	Salaries & Benefits	\$253,462	\$203,609	\$52,976	\$82,763	\$592,811	\$25,593	\$323,164	\$74,672	\$75,726	\$74,672	\$573,828	\$50,797	\$371,544	\$52,978	\$11,488
14	Operating Expense	\$319,842	\$4,148,604	\$1,216,627	\$450,920	\$6,135,993	\$186,897	\$157,468	\$29,692	\$29,692	\$29,692	\$413,441	\$164,809	\$120,300	\$17,008	\$7,772
15	Subtotal	\$573,304	\$4,352,214	\$1,269,603	\$533,683	\$6,728,804	\$192,490	\$480,633	\$104,364	\$105,417	\$104,364	\$987,269	\$215,606	\$491,844	\$69,986	\$19,260
16	Indirect Percentage (%)	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%
17	Indirect Cost (Line 16 X Line 15)	\$77,746	\$47,786	\$10,441	\$16,317	\$152,289	\$28,874	\$72,095	\$15,655	\$15,613	\$15,655	\$148,090	\$32,341	\$73,777	\$10,499	\$5,277
18	Consultancy Detail					\$0						\$55,472				
19	Capital Detail						\$429,687	\$4,929,651	\$2,701,462	\$991,137	\$374,509	\$9,426,446	\$281,516	\$334,437	\$763,562	\$3,011,488
20	Total Expenditures	\$651,051	\$4,400,000	\$1,280,044	\$550,000	\$6,881,095	\$651,051	\$5,482,379	\$2,821,481	\$1,112,367	\$550,000	\$10,617,278	\$529,463	\$900,057	\$844,047	\$3,211,488
21	HSA Revenues															
22	CalWorks	\$651,051				\$651,051	\$651,051					\$651,051	\$623,741			
23	Child Care Capital Fund		\$4,400,000			\$4,400,000		\$5,482,379				\$5,482,379		\$805,847		
24	Interagency Planning Implementation Committee (IPIC)			\$1,280,044		\$1,280,044			\$2,821,481	\$1,112,367		\$3,933,848			\$824,488	\$3,211,488
25	General Fund				\$550,000	\$550,000					\$550,000	\$550,000				
26																
27																
28	TOTAL HSA REVENUES	\$651,051	\$4,400,000	\$1,280,044	\$550,000	\$6,881,095	\$651,051	\$5,482,379	\$2,821,481	\$1,112,367	\$550,000	\$10,617,278	\$623,741	\$805,847	\$824,488	\$3,211,488
29	Other Revenues															
30																
31	LIIF Capital Contribution (NMTC and PRI)	\$3,750,000				\$3,750,000	\$5,250,000					\$5,250,000	\$1,500,000			
32	Restricted Funds - Revolving Grants	\$1,468,000				\$1,468,000	\$1,468,000					\$1,468,000	\$1,468,000			
33	Total Revenues					\$12,099,095						\$17,335,278				
34	Full Time Equivalent (FTE)															
36	Prepared by: Candace Wong	Telephone No.: 415-489-6121		4/10/2018												
37	HSA-CO Review Signature:															
38	HSA #1															

7/1/17-6/30/20

Program Name:
Child Care Facilities Fund

Consultant Expenditure Detail

	A	B	J	K	S	T	AB	AC	
1									
2									
3									
4									
5									
6									
7									
8									
9									
10	Consultant Fee	TERM	General Fund	TOTAL 7/1/17-6/30/18	General Fund	TOTAL 7/1/18-6/30/19	General Fund	TOTAL 0	3 YR
11	No.	ITEM/DESCRIPTION							
12		MEDA (Mission Economic Development Agency)	0	0	55,472	55,472	56,859	56,859	
13				0		0		0	
14				0		0		0	
15				0		0		0	
16				0		0		0	
17				0		0		0	
18				0		0		0	
19				0		0		0	
20	TOTAL Consultant Fee Cost		0	0	55,472	55,472	56,859	56,859	
21									
22	HSA #4								

1 [Grant Approval - Low Income Investment Fund - Child Care Facilities Fund and Technical
2 Assistance - \$25,377,250]

3 **Resolution retroactively approving the grant between the City and County of San**
4 **Francisco and Low Income Investment Fund for the purpose of administering the San**
5 **Francisco Child Care Facilities Fund and providing technical assistance for the period**
6 **of July 1, 2017, through June 30, 2020, in the amount of \$25,377,250.**

7
8 WHEREAS, The City and County of San Francisco, wishes to Administer the San
9 Francisco Child Care Facilities Fund and Provide Technical Assistance; and

10 WHEREAS, The Office of Early Care and Education, in partnership with the Human
11 Services Agency, conducted a Request for Proposals for these services in October 2016; and

12 WHEREAS, Low Income Investment Fund submitted a responsive and responsible
13 proposal and was awarded the grant; and

14 WHEREAS, The Human Services Agency Commission approved this grant to Low
15 Income Investment Fund at its meeting of June 21, 2017; now, therefore be it

16 RESOLVED, That the Board of Supervisors hereby approves award of this grant with
17 Low Income Investment Fund for the purpose of Administering the San Francisco Child Care
18 Facilities Fund and Providing Technical Assistance, for the period of July 1, 2017, through
19 June 30, 2020, in the amount of \$25,377,250; and, be it

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



City and County of San Francisco

Tails
Resolution

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

File Number: 170832

Date Passed: September 19, 2017

Resolution retroactively approving the grant between the City and County of San Francisco and Low Income Investment Fund for the purpose of administering the San Francisco Child Care Facilities Fund and providing technical assistance for the period of July 1, 2017, through June 30, 2020, in the amount of \$25,377,250.

September 07, 2017 Budget and Finance Committee - RECOMMENDED

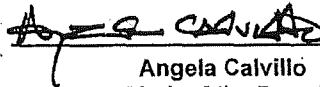
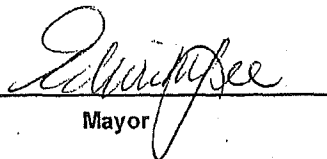
September 19, 2017 Board of Supervisors - ADOPTED.

Ayes: 7 - Breed, Fewer, Kim, Peskin, Ronen, Sheehy and Yee

Excused: 4 - Cohen, Farrell, Safai and Tang

File No. 170832

I hereby certify that the foregoing
Resolution was ADOPTED on 9/19/2017 by
the Board of Supervisors of the City and
County of San Francisco.


Angela Calvillo
Clerk of the Board
Mayor
Date Approved



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER MOC Insurance Services License No. 0589960 101 Montgomery St., Suite 800 San Francisco CA 94104		CONTACT NAME: Emily Chan PHONE (A/C, No, Ext): (415) 957-0600 E-MAIL ADDRESS: echan@mocins.com FAX (A/C, No): (415) 957-0577															
INSURED Low Income Investment Fund Attn: Pat GoPaul 50 California Street, Suite 2900 San Francisco CA 94111		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B: Great American Insurance Cos.</td> <td></td> </tr> <tr> <td>INSURER C: Lloyd's of London</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Company	16535	INSURER B: Great American Insurance Cos.		INSURER C: Lloyd's of London		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: Zurich American Insurance Company	16535																
INSURER B: Great American Insurance Cos.																	
INSURER C: Lloyd's of London																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** 18-19 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CPO967266119	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Employee Benefits \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Physical Damage \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		CPO967266119	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		AUC427565114	07/01/2018	07/01/2019	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			
B	D&O		DOLE069136	10/01/2017	10/01/2018	D&O 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder listed as Additional Insured. The Waiver of Subrogation and Primary And Non-Contributory are included respects to General Liability coverage per attached form. Hired Physical Damage Comp Deductible \$1,000 and Coll Deductible \$1,000. Subject to policy terms, exclusions and conditions.

CERTIFICATE HOLDER		CANCELLATION	
Human Services Agency Office of Contract Management, GB16 P.O. Box 7988 San Francisco CA 94120-7988		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 	

COMMENTS/REMARKS

City and County of San Francisco and it's officers, agents, and employees are hereby named as Additional Insured as their interest may appear.

*30 Day's notice of cancellation may apply subject to the policy terms, exclusions, and conditions.

Additional Named Insureds

Other Named Insureds

THE FUND FOR CHILDREN & COMMUNITIES, LLC

Additional Named Insured

THE LOW INCOME INVESTMENT FUND

Additional Named Insured



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MOC Insurance Services License No. 0589960 101 Montgomery St., Suite 800 San Francisco CA 94104		CONTACT NAME: Emily Chan PHONE (A/C, No, Ext): (415) 957-0600 FAX (A/C, No): (415) 957-0577 E-MAIL ADDRESS: echan@mocins.com															
INSURED Low Income Investment Fund Attn: Pat GoPaul 50 California Street, Suite 2900 San Francisco CA 94111		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B: Zurich North America</td> <td></td> </tr> <tr> <td>INSURER C: Great American Insurance Group</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Company	16535	INSURER B: Zurich North America		INSURER C: Great American Insurance Group		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: Zurich American Insurance Company	16535																
INSURER B: Zurich North America																	
INSURER C: Great American Insurance Group																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** CL1962853640 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CPO967266120	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>			CPO967266120	07/01/2019	07/01/2020	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			AUC427565115	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	(B)D&O/Fiduciary Liab (C)Excess D&O			DOLE069136/MPL191584618	10/01/2018	10/01/2019	D&O-Per claim \$2,000,000 Excess D&O \$1,000,000 Fid Liab-Per Claim \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder listed as Additional Insured. The Waiver of Subrogation and Primary And Non-Contributory are included respects to General Liability coverage per attached form. Hired Physical Damage Comp Deductible \$1,000 and Coll Deductible \$1,000. *forms, exclusions, endorsements, and conditions.

CERTIFICATE HOLDER City and County of San Francisco Human Services Agency 170 Otis Street San Francisco CA 94103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY MOC Insurance Services		NAMED INSURED Low Income Investment Fund	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: : Notes

Policy Description: E&O
Writing Company: Great American Insurance Co.
Policy #: TER2671660
Policy Term: 10/01/2018 – 10/01/2019
Limit \$2,000,000 Each Claim/Aggregate

Policy Description: Employment Practices Liability
Writing Company: Philadelphia Insurance Co.
Policy #: PHSD1409063
Policy Term: 01/01/2019 - 01/01/2020
Limit \$2,000,000 Each Claim/Aggregate

Policy Type: Cyber Liability
Writing Company: Underwriters at Lloyd's
Policy #: ESH01962484
Policy Term: 12/18/2018 – 12/18/2019
Limit \$1,000,000 Per Claim/Aggregate

Policy Type: Crime
Writing Company: Travelers Casualty & Surety Co America
Policy #: 106393810
Policy Term: 09/15/2018 – 09/15/2019
Limit \$2,000,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s): All scheduled locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AUTOMATIC DATA PROCESSING INSURANCE AGCY INC 1 ADP BLVD MS 625 ROSELAND, NJ 07068 (877) 677-0428	CONTACT NAME: PHONE (A/C, No, Ext): (877) 677-0428 FAX (A/C, No): (877) 677-0430 E-MAIL ADDRESS: spobicadp@travelers.com														
INSURED LOW INCOME INVESTMENT FUND INC 50 CALIFORNIA ST. SUITE 2900 SAN FRANCISCO, CA 94111	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA															
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES CERTIFICATE NUMBER: 265271317161291 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-9M687664-19	03/01/2019	03/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CITY AND COUNTY OF SAN FRANCISCO HUMAN SERVICES AGENCY OFFICE OF CONTRACT MANAGEMENT 1650 MISSION STREET, 3RD FLOOR, SUITE 300 SAN FRANCISCO, CA 94103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Mary Kathleen</i>
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

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

**In Partnership with San Francisco
Office of Early Care and Education**



Request for Proposals #727 for

**Child Care Facilities Funding
& Technical Assistance (CCFF&TA)**



Date issued:	November 18, 2016
Pre-proposal conference:	1:00 p.m., November 30, 2016
Proposal due:	5:00 p.m., December 16, 2016

Request for Proposals #727 for Child Care Facilities Funding & Technical Assistance

Table of Contents

	Page
I. Introduction and Schedule	1
B. Schedule	2
II. Scope of Work	4
III. Submission Requirements	5
IV. Evaluation and Selection Criteria	8
V. Pre-proposal conference and Contract award	10
VI. Terms and Conditions for Receipt of Proposals	10
VII. Contract Requirements	14
VIII. Protest Procedures	16
IX. Standard Forms	17
X. San Francisco Human Services Agency RFP #727 Cover Page.....	19
XI. San Francisco Human Services Agency Page Number Form	20
XII. San Francisco Human Services Agency Budget Forms and Instructions.....	22

I. Introduction and Schedule

A. General

The San Francisco Human Services Agency (SF-HSA) in partnership with the San Francisco Office of Early Care and Education (OECE) announces its intent to seek proposals from organizations or individuals interested in contracting to facilitate local efforts to preserve, improve, and increase the supply of high quality licensed Early Care and Education (ECE) environments serving San Francisco's children and families.

The Child Care Facilities Funding & Technical Assistance (CCFF&TA) is a public-private partnership designed to preserve, improve and expand the supply and quality of licensed Early Care and Education (ECE) facilities in San Francisco through the provision of focused technical assistance, grants, loans, leveraged financing, and system-wide improvements. The Child Care Facilities Funding & Technical Assistance was developed by public-private funders to develop expertise and a centralized resource for ECE providers to access support for all things related to their facilities and capital project support.

The funding available for this Program is \$6,251,767 in FY 17-18, with adjusted funding for capital and revolving grants in years two to five, based on Child Care Development Impact Fee revenue and availability of city funds for capital project. Certain Child Care Facilities Funding & Technical Assistance revenues are one-time and some are revolving. Unspent funds or repaid grants may be recommitted from year-to-year.

The grant agreement shall have a tentative term from **July 1, 2017** to **June 30, 2020**. In addition, the City shall have the option to extend the term for a period of (2) years, for a total of (5) years, subject to annual availability of funds, annual satisfactory contractor performance, and need. SF-HSA/OECE has the sole, absolute discretion to exercise this option, and reserves the right to enter into grants of a shorter duration.

Payment for all services provided in accordance with provisions under this grant shall be contingent upon the availability of funds. The City shall not be required to provide any definite units of services nor does the City guarantee any minimum amount of funding for these services.

Background

There are over 300 licensed ECE centers and over 700 licensed family child care (FCC) homes in San Francisco. Most early education providers do not own their own property and demand for ECE spaces by families is exacerbated by the cost of property, property maintenance and the limitations in San Francisco of appropriate, cost effective, licensable space to support the provision of high quality early education.

In 1998 the City partnered with the Mimi and Peter Haas Fund to support the Child Care Facilities Funding & Technical Assistance to manage an innovative approach to expand licensed capacity through the use of HUD Section 108 loan products loaned to expanding centers serving low income children and families (primarily Title 5 state contractors). These loans were subsidized by the City. The result was a near doubling of infant and toddler licensed capacity and greatly expanded new licensed centers and quality options for care providing increased access to CalWORKs and other vouchered families, as well as increased private payer access.

Building on the success of the Section 108 loan program, the Child Care Facilities Funding & Technical Assistance, with support from the City, added grants and loans and a variety of innovative training, technical assistance and support. For most San Francisco providers, particularly those caring for low income children, the facilities fund quickly became the "go-to" for all ECE facilities related information and expertise.

Goals

- Increase new licensed early care and education capacity in areas of highest unmet need.
- Retain the growth in licensed ECE care developed by city investments.
- Support the growth of new, well designed, licensed ECE facilities, working with providers and city departments on strategies and opportunities for new development.
- Support the retention of slots and programs threatened by facilities-related closures, particularly those serving children from low/moderate income families.
- Support relocation of programs as determined by need.
- Support the acquisition and improvements of facilities for non-profits administering subsidized ECE programs, thereby stabilizing the future of facilities developed for the purpose of early education.
- Support ECE providers with expertise and technical assistance in building acquisition, leasing, maintenance, and capital projects.
- Create opportunities for ECE programs to purchase facilities, when possible, to ensure the long-term viability of ECE programs in neighborhoods.
- Create and facilitate high quality ECE environments for San Francisco children and their families.
- Provide financial products such as revolving grants and forgivable loans to providers in times of financial need.

B. Schedule

The anticipated schedule for selecting a contractor is:

<u>Proposal Phase</u>	<u>Date</u>
RFP is issued by the City	November 18, 2016
Pre-proposal conference	1:00 p.m., November 30, 2016
Deadline for submission of written questions or requests for clarification	12:00 p.m., December 2, 2016
Proposals due	5:00 p.m., December 16, 2016

Dates and times subject to change

C. Definitions

CCFF&TA	Child Care Facilities Funding & Technical Assistance
City	City and County of San Francisco
DHS	San Francisco Department of Human Services, a division of HSA
ECE	Early Care and Education
FCC	Family Child Care providers are licensed providers who offer care in their home. A Family Child Care Home reflects a home-like environment where non-medical care and supervision is provided for periods of less than 24 hours. There are Small Family Child Care Homes and Large Family Child Care Homes.
HSA	San Francisco Human Services Agency
OECE	San Francisco Office of Early Care and Education

D. Target Population

Over 300 licensed ECE centers and over 700 licensed family child care (FCC) homes in San Francisco, providing infant and toddler licensed capacity and greatly expanding new licensed centers and quality options for care, providing increased access to CalWORKs and other vouchered families, as well as increased private payer access.

II. Scope of Work

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

A. Description of Services

The OECE is seeking a community-based partner to facilitate local efforts to preserve, improve, and increase the supply of high quality licensed ECE environments serving San Francisco's children and families.

1. The Child Care Facilities Funding & Technical Assistance (CCFF&TA) must effectively and dynamically administer a range of financial products to meet the evolving capital needs of the licensed ECE field including, but not limited to: development, marketing, underwriting, financial grants and loans, monitoring, and repayment. The expected array of financial products currently includes, but is not limited to: planning and predevelopment grants; capital development grants and loans; start-up financing; facility renovation and repair grants; short-term emergency repayable grants; acquisition financing, loans and subsidized loans; disaster preparedness incentives; and other programs.
2. The CCFF&TA must seek to create leveraged financing strategies in the context of individual projects and to otherwise support the facilities fund efforts citywide.
3. The CCFF&TA must administer the Child Development Capital Fund and track fund expenditures and total project expenditures by project.
4. The CCFF&TA must administer the Interagency Plan Implementation Committee (IPIC) capital new development grants to increase access to ECE services within specific neighborhood Area Plans, and track fund expenditures and total project expenditures by project.
5. The CCFF&TA must effectively provide training, resources, linkages, and one-on-one technical assistance related to the facilities development process, including feasibility analysis, capital planning, design, development, permit process, start-up, and facility maintenance.
6. The CCFF&TA must effectively provide consultation and assistance regarding fiscal and operating issues to licensed ECE care centers serving low/moderate income children, particularly those contracted through California Department of Education-Early Education and Support Division and federal Early Head Start and Head Start, and for facilities identified as City priorities for capital projects.
7. The CCFF&TA must support the capital improvements of city facilities licensed as child care centers and assigned to the Human Services Agency.
8. The CCFF&TA must effectively identify new opportunities for leveraged financing and development strategies and financing to meet the capital needs of the ECE sector.
9. The CCFF&TA shall provide staffing for monthly meetings of the City's Inter-agency Child Care Facilities Committee, comprised of representatives from OECE, the Mayor's Office of Housing and Community Development, San Francisco Planning Department, Office of Community Investment and Infrastructure and other City departments as invited; as well as for a periodic CCFF&TA Advisory Committee to gain feedback on the initiative's effectiveness meeting the needs of licensed ECE providers.

B. Objectives

Provided the guidance in the overview section of this RFP, respondents are encouraged to develop salient, meaningful, and manageable process and outcome measures in their response. It is understood that capacity objectives are impacted by the number and level of capital grants approved by the Interagency Funders. Objectives shall be set and monitored for contract success according to grant/loan approval levels.

Outcome Objectives - Applicant to Specify Targets:

- **Capital Leveraging:** Comprehensive view of funding amounts and percentage of financing leveraged from non-city sources in a given year. Discreet reporting for Developer Fee funded projects and other city supported projects. Capital leveraging should exceed contracted capital investment by a minimum of 25%
- **Capacity Building:** Increase in number of licensed child care slots (center/family child care).
- **Capacity Building:** Increase in number of licensed ECE slots (center/family child care)
- **Capacity Building:** Increase in number of newly licensed slots in underserved neighborhoods.
- **Capacity Building:** Increase in Percentage of supply of licensed early care and education facilities available in San Francisco.

Examples of annual Service Objective for this Program may include:

- **Technical Assistance:** Provide **xx** annual hours of new facility development, one-on-one technical assistance annually to new and /or expanding ECE providers/programs for new facility development.
- **Technical Assistance:** Support **xx** providers in applying and securing capital funding outside of capital funds included in the city contract.
- **Training:** Provide **xx** hours and/or **xx** number of trainings on facility development or finance provided to licensed ECE providers/programs provided annually.
- **Capacity Retention:** Retain **xx** licensed slots through grants or loans (please provide types of retention).
- **Capacity Retention:** Improve **xx** licensed slots through grants or loans (please provide definition of improvement).

III. Submission Requirements

A. Time and Place for Submission of Proposals

Proposers shall submit one (1) electronic pdf copy of the proposal to the following: Steve.Kim@sfgov.org and HSARFP@sfgov.org. Electronic file title should include **RFP # 727**, agency name, number of files submitted i.e. 1 of 4. Proposals must be received by 5:00 p.m., on **December 16, 2016**. Late submissions will not be considered. Supplemental documents or revisions after the deadline will not be accepted.

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

B. Format

For word processing documents, text should be unjustified (i.e., with a ragged-right margin) using a 12 point serif font (e.g., Times Roman, and not Arial), and page margins should be at least 1" on all sides (excluding headers and footers).

C. Content

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

1. Table of Contents

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

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

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

3. Minimum Qualifications –up to 3 pages

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

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

Agencies should submit a statement listing relevant contracts with a description of the services which have been completed during the last three (3) years. The statement must also list any failure or refusal to complete a contract, including details and dates. Provide disclosure of any litigation including Respondent, subcontracts, or any principal officers thereof in connection with any contract or grant.

5. Organizational Capacity –up to 5 pages (not including resumes, job descriptions, and letters of reference)

Description of your agency's ability to deliver the services proposed in this RFP.

In addition, please address the following:

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

6. Program Approach –up to 10 pages

Description of your agency's specific program approach to deliver the services proposed in this RFP.

In addition, please address the following:

- a) Description of your agency's specific program approach to deliver the service components proposed and how this program approach or service model will appropriately address the needs of the target populations (be sure to address all applicable items listed in Target Population, Scope of Work, and Service and Outcome Objectives).
- b) Identify the proposed site that will be made available for the target population.
- c) Identify any subcontractors and describe their responsibilities in the delivery of services/shelter space.
- d) List and explain the specific service and outcome objectives to be accomplished through the proposal.
- e) Describe methods for data collection, documentation, and reporting service and outcome data. Describe the method(s) by which service and outcome objectives will be evaluated.
- f) Describe the linkages that will link clients to services.
- g) Describe the proposed model for clients to offer input regarding program operations.

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

Please refer to the instructions outlined in Section XII and use only HSA approved budget forms. Provide Cost Allocation Plan and current audited financial statements.

The SF Human Services Agency intends to award this grant to respondents that it considers will provide the best overall program services at a reasonable pricing structure. The SF Human Services Agency reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request.

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

Discuss planned leveraging of other resources (i.e., fund raising, in-kind contributions, etc.), if any, to support the program approach proposed. Identify external resources committed to this program, including in-kind resources designated solely for this program. Assign a dollar value for all external resources.

8. References -up to 4 pages (excluding City agencies, clients, or subcontractors).

Provide two (2) letters of references for the organization. Letters must include:

- Name, address and telephone number
- What is the relationship with the proposer including information on the services?
- Why is proposer qualified to perform requested services?

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

IV. Evaluation and Selection Criteria

A. Minimum Qualifications

- A minimum of three (3) years demonstrated experience as a financial intermediary managing a large portfolio of loans and grants for community facilities.
- A minimum of three (3) years demonstrated experience providing capital projects and facilities technical assistance to licensed ECE programs.
- Qualified staff with demonstrated expertise in facilities development, financing, and child care licensing
- Respondent must be a certified vendor with the City and County of San Francisco or the ability to become a certified vendor within ten (10) days after notice of intent to award.
- Demonstrate the willingness and ability to comply with the City contracting requirements set forth in Section VII of this RFP.

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

Any proposal that does not demonstrate that the proposer meets these minimum requirements by the deadline for submittal of proposals will be considered non-responsive and will not be eligible for award of the contract.

B. Selection Criteria

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

Total Possible Points: 100

Respondents must receive a minimum of 70% of the available points to be considered for award.

Organizational Capacity (30 points)

1. Organization's experience in providing proposed loan and financial services to licensed family child care providers and center operators. The respondent clearly demonstrates that it has the organizational infrastructure, including a developed lending office and administrative capacity to deliver the program as proposed. (10 points)
2. Respondent's past experience for community facilities services similar to those proposed. This will include experience under previous grants/contracts with the City and County of San Francisco. (10 points)
3. Demonstrated appropriate experience, professional qualifications and education of staff assigned to the project, a realistic description of the tasks to be performed by each staff person, reasonable workload demonstrating an ability to achieve the objectives, staff availability and accessibility. Based on resumes or job descriptions and qualifications provided, the staff is adequately trained

or skilled to provide the services described. Adequate staffing with appropriately highly qualified staff with language capacity in minimally in Chinese, Spanish and English, or strategies to ensure language capacity in order to serve the diverse family child care community. Highly qualified and sufficient staff shall be awarded the maximum points in this area. (10 points)

Program Design (50 points)

1. Overall Approach and Target Population: Description of Respondent's specific program approach to deliver the services proposed and how this program approach or service model will appropriately address the needs of the target population of licensed centers and family child care providers, particularly those caring for low/moderate income families. Soundness of the overall approach and fiscal strategies and products tailored to improving, increasing and retaining licensed care shall result in the highest score. (10 points)
2. Proposed Services: Respondent understanding of the services proposed, as well as the needs and issues involved in providing the services. Proposals shall be rated on the ability of the applicant to design a program that addresses the system needs and program goals as described in "Goals" and services as described in the "Services Requested". OECE is not locked into a specific design, but requires a strong proposal which clearly and realistically supports the success of the initiative in order to score the maximum number of points in the evaluation. (20 points)
3. Description of the specific measures to be implemented by the Respondent to ensure performance outcomes and service objectives will be met. Clear measurable service utilization and performance outcomes and/or customer satisfaction data support a higher score. Performance measures should also include a discussion of specific methods for collection of data and clear evaluation criteria for measuring performance including how duplicative reporting of slots will be addressed. Score for performance measures will be commensurate with the ability of the applicant to propose ambitious but doable deliverables to support the success of the program. (20 points)

Fiscal Capacity (20 points)

1. The budget provided for services is clear and easy to understand. The budget reflects sound, adequate allocation of resources, matching the program components including staffing costs, and operating costs. Adequate costs are assigned to staffing which will achieve the targets. Budget reflects allocation of staff and limits operating and indirect pass through funding in relation to the administrative burden of the respective loans, revolving grants, and grants. The budget supports the services proposed and is competitive with other proposals. Costs are reasonable, justified, and competitive. Cost Allocation Plan is reasonable. (15 points)
2. Respondent's ability to leverage other resources for this program, either from in-kind, and/or external resources. The proposal reflects the effective use of organizational resources/external resources, including leveraged funds, designated exclusively for the success of this program. (5 points)

V. Pre-proposal conference and Contract award

A. Pre-Proposal Conference

Proposers are encouraged to attend the (optional) pre-proposal conference on **November 30, 2016**, at **1:00 p.m.**, to be held at **1650 Mission Street, Suite 312, San Francisco, CA 94103**. All questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the RFP, please contact the individual designated in Section VI.B.

B. Contract Award

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

C. Written Questions

Proposers are encouraged to submit written questions before the due date stated in Section I.B. to the individual designated in Section VI.B. All questions will be addressed and any available new information will be provided in writing via email to proposers. All written questions must be submitted on or prior to **12:00 p.m., December 2, 2016**.

VI. Terms and Conditions for Receipt of Proposals

A. Errors and Omissions in RFP

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

B. Inquiries Regarding RFP

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

Steve Kim
Contract Manager, GB22
Office of Contract Management
San Francisco Human Services Agency
1650 Mission Street, Suite 300
San Francisco, CA 94103
Steve.Kim@sfgov.org

C. Objections to RFP Terms

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

D. Change Notices

The Department may modify the RFP, prior to the proposal due date, by issuing Change Notices, which will be posted on the website. The proposer shall be responsible for ensuring that its proposal reflects any and all Change Notices issued by the Department 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 Change Notices.

E. Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid for 120 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

F. Revision of 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 the proposal due date.

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 Department may require a proposer to provide oral or written clarification of its proposal. The Department reserves the right to make an award without further clarifications of proposals received.

G. Errors and Omissions in Proposal

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

H. Financial Responsibility

The City accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions of the RFP will become the property of the City and may be used by the City in any way deemed appropriate.

I. Proposer's Obligations under the Campaign Reform Ordinance

Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

If a proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the proposer is prohibited from making contributions to:

- the officer's re-election campaign
- a candidate for that officer's office
- a committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

1. **Criminal.** Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
2. **Civil.** Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.
3. **Administrative.** Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, proposers should contact the San Francisco Ethics Commission at (415) 581-2300.

J. Sunshine Ordinance

In accordance with S.F. Administrative Code Section 67.24(e), contractors' bids, responses to RFPs and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this 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 benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

K. Public Access to Meetings and Records

If a proposer is a non-profit entity that 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 S.F. Administrative Code, the proposer must comply with Chapter 12L. The proposer must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to proposer's meetings and records, and (2) a summary 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. The summary shall also describe the disposition of each complaint. 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.

L. Reservations of Rights by the City

The issuance of this RFP does not constitute an agreement by the City that any contract will actually be entered into 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 a Request for Proposals;
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 RFP, or the requirements for contents or format of the proposals;
5. Procure any materials, equipment or services specified in this RFP by any other means; or
6. Determine that no project will be pursued.

M. No Waiver

No waiver by the City of any provision of this RFP shall be implied from any failure by the City to recognize or take action on account of any failure by a proposer to observe any provision of this RFP.

N. Local Business Enterprise Goals and Outreach

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

VII. Contract Requirements

A. Standard Contract Provisions

The successful proposer will be required to enter into a contract substantially in the form of the Agreement for Professional Services. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, 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 firm and may proceed against the original selectee for damages.

Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits; the Minimum Compensation Ordinance; the Health Care Accountability Ordinance; the First Source Hiring Program; and applicable conflict of interest laws, as set forth in paragraphs B, C, D, E and F below.

B. Nondiscrimination in Contracts and Benefits

The successful proposer will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the CMD's website at www.sfCMD.org.

C. Minimum Compensation Ordinance (MCO)

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements.

For the amount of hourly gross compensation currently required under the MCO, see www.sfgov.org/olse/mco. Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract. Additional information regarding the MCO is available on the web at www.sfgov.org/olse/mco.

D. Health Care Accountability Ordinance (HCAO)

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at www.sfgov.org/olse/hcao.

E. First Source Hiring Program (FSHP)

If the contract is for more than \$50,000, then the First Source Hiring Program (Admin. Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First Source Hiring Program of

available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at <http://www.workforcedevelopmentsf.org/> and from the First Source Hiring Administrator, (415) 401-4960.

F. Conflicts of Interest

The successful proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful proposer will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

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

VIII. Protest Procedures

A. Protest of Non-Responsiveness Determination

Within five working days of the City's issuance of a notice of non-responsiveness, any firm that has submitted a proposal and believes that the City has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day following the City's issuance of the notice 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 protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

B. Protest of Contract Award

Within ten calendar days of the City's issuance of a notice of intent to award the contract, any firm that has submitted a responsive proposal and believes that the City has incorrectly selected another proposer for award may submit a written notice of protest. Such notice of protest must be received by the City on or before the tenth calendar day after the City's issuance of the notice of intent to 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 protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

C. Delivery of Protests

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the City received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

Executive Director
Human Services Agency
P.O. Box 7988
San Francisco, CA 94120

IX. Standard Forms

Before the City can award any contract to a contractor, that contractor must file three standard City forms (items 1-3 on the chart). Because many contractors have already completed these forms, and because some informational forms are rarely revised, the City has not included them in the RFP package. Instead, this Appendix describes the forms, where to find them on the Internet (see bottom of page 2), and where to file them. If a contractor cannot get the documents off the Internet, the contractor should call (415) 554-6248 or e-mail Purchasing (purchasing@sfgov.org) and Purchasing will fax, mail or e-mail them to the contractor.

If a contractor has already filled out items 1-3 (see note under item 3) on the chart, **the contractor should not do so again unless the contractor's answers have changed.** To find out whether these forms have been submitted, the contractor should call Vendor File Support in the Controller's Office at (415) 554-6702.

If a contractor would like to apply to be certified as a local business enterprise, it must submit item 4. To find out about item 4 and certification, the contractor should call Contract Monitoring Division at (415) 252-2500.

Item	Form name and Internet location	Form	Description	Return the form to; For more info
1.	Request for Taxpayer Identification Number and Certification http://sfgsa.org/index.aspx?page=4762 www.irs.gov/pub/irs-fill/fw9.pdf	W-9	The City needs the contractor's taxpayer ID number on this form. If a contractor has already done business with the City, this form is not necessary because the City already has the number.	Controller's Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102 (415) 554-6702
2.	Business Tax Declaration http://sfgsa.org/index.aspx?page=4762	P-25	All contractors must sign this form to determine if they must register with the Tax Collector, even if not located in San Francisco. All businesses that qualify as "conducting business in San Francisco" must register with the Tax Collector	Controller's Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102 (415) 554-6702
3.	S.F. Administrative Code Chapters 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits http://sfgsa.org/index.aspx?page=4762 In Vendor Profile Application	CMD-12B-101	Contractors tell the City if their personnel policies meet the City's requirements for nondiscrimination against protected classes of people, and in the provision of benefits between employees with spouses and employees with domestic partners. Form submission is not complete if it does not include the additional documentation asked for on the form. Other forms may be required, depending on the	Human Rights Comm. 25 Van Ness, #800 San Francisco, CA 94102-6059 (415) 252-2500

Item	Form name and Internet location	Form	Description	Return the form to; For more info
			answers on this form. Contract-by-Contract Compliance status vendors must fill out an additional form for each contract.	
4.	CMD LBE Certification Application http://www.sfgsa.org/index.aspx?page=6058 In Vendor Profile Application		Local businesses complete this form to be certified by CMD as LBEs. Certified LBEs receive a rating bonus pursuant to Chapter 14B when bidding on City contracts if applicable. To receive the bid discount, you must be certified by CMD by the proposal due date.	Contract Monitoring Unit 30 Van Ness Avenue, Suite 200 San Francisco, CA 94102 Phone: (415) 581-2310

Where the forms are on the Internet

Office of Contract Administration

Homepage: www.sfgov.org/oca/
Purchasing forms: Click on "Required Vendor Forms" under the "Information for Vendors and Contractors" banner.

Contract Monitoring Division

CMD's homepage: <http://sfgsa.org/index.aspx?page=5365>
Equal Benefits forms: <http://sfgsa.org/index.aspx?page=5359>
LBE certification form: <http://sfgsa.org/index.aspx?page=5364#Section%20V>

X. San Francisco Human Services Agency RFP #727 Cover Page

NAME OF ORGANIZATION(S): _____

ADDRESS: _____

DIRECTOR: _____

PHONE/FAX#: _____

EMAIL: _____

FEDERAL EMPLOYER #: _____

ANNUAL AMOUNT(S) REQUESTED: \$ _____

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

Signature of authorized representative(s):

Name: _____ Title: _____

Signature: _____ Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Submit an electronic copy to Steve.Kim@sfgov.org

XI. San Francisco Human Services Agency Page Number Form

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

Evaluation and Selection Criteria		
	Minimum Qualifications	Page Number(s)
A1.	A minimum of three (3) years demonstrated experience as a financial intermediary managing a large portfolio of loans and grants for community facilities.	
A2.	A minimum of three (3) years demonstrated experience providing capital projects and facilities technical assistance to licensed ECE programs.	
A3.	Qualified staff with demonstrated expertise in facilities development, financing, and child care licensing.	
A4.	Respondent must be a certified vendor with the City and County of San Francisco or the ability to become a certified vendor within ten (10) days after notice of intent to award; and	
A5.	Demonstrate the willingness and ability to comply with the City contracting requirements set forth in Section VII of this RFP.	
Organizational Capacity (30 points)		
B1.	Organization's experience in providing proposed loan and financial services to licensed family child care providers and center operators. The respondent clearly demonstrates that it has the organizational infrastructure, including a developed lending office and administrative capacity to deliver the program as proposed. (10 points)	
B2.	Respondent's past experience for community facilities services similar to those proposed. This will include experience under previous grants/contracts with the City and County of San Francisco. (10 points)	
B3.	Demonstrated appropriate experience, professional qualifications and education of staff assigned to the project, a realistic description of the tasks to be performed by each staff person, reasonable workload demonstrating an ability to achieve the objectives, staff availability and accessibility. Based on resumes or job descriptions and qualifications provided, the staff is adequately trained or skilled to provide the services described. Adequate staffing with appropriately highly qualified staff with language capacity in minimally in Chinese, Spanish and English, or strategies to ensure language capacity in order to serve the diverse family child care community. Highly qualified and sufficient staff shall be awarded the maximum points in this area. (10 points)	
Program Design (50 points)		
C1.	Overall Approach and Target Population: Description of Respondent's specific program approach to deliver the services proposed and how this program approach or service model will appropriately address the needs of the target population of licensed centers and family child care providers, particularly those caring for low/moderate income families. Soundness of the overall approach and fiscal strategies and products tailored to improving, increasing and retaining licensed care shall result in the highest score. (10 points)	

C2.	Proposed Services: Respondent understanding of the services proposed, as well as the needs and issues involved in providing the services. Proposals shall be rated on the ability of the applicant to design a program that addresses the system needs and program goals as described in “Goals” and services as described in the “Services Requested”. OECE is not locked into a specific design, but requires a strong proposal which clearly and realistically supports the success of the initiative in order to score the maximum number of points in the evaluation. (20 points)	
C3.	Description of the specific measures to be implemented by the Respondent to ensure performance outcomes and service objectives will be met. Clear measurable service utilization and performance outcomes and/or customer satisfaction data support a higher score. Performance measures should also include a discussion of specific methods for collection of data and clear evaluation criteria for measuring performance including how duplicative reporting of slots will be addressed. Score for performance measures will be commensurate with the ability of the applicant to propose ambitious but doable deliverables to support the success of the program. (20 points)	
	Fiscal Capacity (20 points)	
D1.	The budget provided for services is clear and easy to understand. The budget reflects sound, adequate allocation of resources, matching the program components including staffing costs, and operating costs. Adequate costs are assigned to staffing which will achieve the targets. Budget reflects allocation of staff and limits operating and indirect pass through funding in relation to the administrative burden of the respective loans, revolving grants, and grants. The budget supports the services proposed and is competitive with other proposals. Costs are reasonable, justified, and competitive. Cost Allocation Plan is reasonable. (15 points)	
D2.	Respondent’s ability to leverage other resources for this program, either from in-kind, and/or external resources. The proposal reflects the effective use of organizational resources/external resources, including leveraged funds, designated exclusively for the success of this program. (5 points)	

XII. San Francisco Human Services Agency Budget Forms and Instructions

Budgets should be submitted in the standard HSA format. Forms are available at: <http://mission.sfgov.org/OCABidPublication/ReviewBids.aspx> and click on the "Consultants and Professional Services" link and then the link for this RFP.

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

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

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

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

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

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

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

SAN FRANCISCO HUMAN SERVICES COMMISSION

SPECIAL MEETING OF WEDNESDAY, FEBRUARY 12, 2020 AT 9:30 a.m.

Ronald H. Born Auditorium – 170 Otis Street

DISABILITY ACCESS

The Commission's meeting room, Ronald H. Born Auditorium, on the first floor at 170 Otis Street, has accessible seating for persons with disabilities (including those using wheelchairs). The closest accessible BART Station is at 16th and Mission Streets. Accessible MUNI Lines are the 14-Mission, 49-Mission/Van Ness, and 9-San Bruno. All the MUNI Metro Lines are accessible. Accessible curbside parking has been designated at points on the 100 block of Otis Street. To obtain a disability-related modification or accommodation, including auxiliary aids, services or sign language interpreters to participate in the meeting, please contact the Commission Secretary at (415) 557-6540 at least two business days before the meeting to help insure availability. In order to assist the City's efforts to accommodate persons with severe allergies, environmental illnesses, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical-based products. Please help the City accommodate these individuals

TRANSLATION SERVICES

Interpreters for languages other than English are available on request. Please contact the Commission office at (415) 557-6540 at least two business days before a meeting.

KNOW YOUR RIGHTS UNDER THE SUNSHINE ORDINANCE

Government's duty is to serve the public, reaching its decisions in full view of the public. Commissions, boards, councils and other agencies of the City and County exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review. For more information on your rights under the Sunshine Ordinance (Chapter 67 of the San Francisco Administrative Code) or to report a violation of the ordinance, contact the Sunshine Ordinance Task Force at (415) 554-7724; Fax (415) 554-7854; e-mail: sofff@sfgov.org; City Hall Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102-4689. Copies of the Sunshine Ordinance may be obtained from the Clerk of the Sunshine Task Force, the San Francisco Public Library and on the City's website at www.sfgov.org.

LOBBYIST REGISTRATION AND REPORTING REQUIREMENTS

Individuals and entities that influence or attempt to influence local legislative or administrative action may be required by San Francisco Lobbyist Ordinance [SF Campaign & Governmental Conduct Code Section 2.100] to register and report lobbying activity. For more information about the Lobbyist Ordinance, please contact the San Francisco Ethics Commission at 25 Van Ness Avenue, Suite 220, SF 94102; (415) 252-3100; FAX (415) 252-3112; and web site <http://www.sfethics.org>.

SUBMITTING WRITTEN PUBLIC COMMENT TO THE COMMISSION

Persons who are unable to attend the public meeting may submit to the Commission, by the time the proceedings begin, written comments regarding the subject of the meeting. These comments will be made a part of the official public record, and brought to the attention of the Human Services Commission and the Department of Human Services. Written comments should be submitted to the Commission Secretary, Post Office Box 7988, San Francisco, CA 94120.

ORAL PUBLIC COMMENT TO THE COMMISSION

Public comment will be taken on each item being considered by the Commission prior to the Commission's vote. To facilitate the conducting of the meeting, those wishing to speak are requested to complete a speaker card and present them to the Commission Secretary; providing the speaker's name is optional.

EXPLANATORY DOCUMENTS RELATED TO AGENDA ITEMS

Copies of explanatory documents are available through the Commission Secretary, (415) 557-6540, during normal business hours. They can be faxed or mailed to you upon request. They are now also available on the department's web site <https://www.sfhhsa.org/about/commissions-committees/human-services-commission>

SOUND-PRODUCING ELECTRONIC DEVICES PROHIBITED

The ringing of and use of cell phones, pagers and similar sound-producing electronic devices are prohibited at this meeting. Please be advised that the Chair may order the removal from the meeting room of any person(s) responsible for the ringing or use of a cell phone, pager, or other similar sound-producing electronic devices.

IN COMPLIANCE WITH SENATE BILL 343'S AGENDA NOTICE REQUIREMENT

If any materials related to an item on this agenda have been distributed to the Human Services Commission after distribution of the agenda packet, those materials are available for public inspection in the Office of the Commission Secretary located at 170 Otis Street, 8th Floor.

AGENDA

- | | | |
|------|--|----------------|
| I. | Roll Call | President Kahn |
| II. | Adoption of Agenda | |
| III. | Adoption of the January 23, 2020 Regular Meeting Minutes | |
| IV. | The Executive Director's Report: | Trent Rhorer |
| | A. State and City legislation and budget reports | |
| | B. Family & Children's Services | |
| | C. Economic Support and Self-Sufficiency Services | |
| | D. Administration and other issues | |
| V. | Presentation of the February 2020 Employee of the Month
LEE OLIVER, Eligibility Worker Supervisor, Medi-Cal | President Kahn |

- VI. Resource Family Recruitment Campaign presentation Joe Molica

- VII. Consent Calendar – Submitted for a single vote without discussion unless a Commissioner so requests in which event the matter to be discussed shall be removed from the consent calendar and considered as a separate item:
 - A. Requesting ratification of actions taken by the Executive Director since the January 23, 2020 Regular Meeting in accordance with Commission authorization of February 12, 2020:
 - 1. Submission of requests to encumber funds in the total amount of \$226,639 for purchase of services or supplies and contingency amounts.
 - 2. Submission of 1 temporary positions for possible use in order to fill positions on a temporary basis made during the period of 1/11/20 to 2/7/20.
 - 3. Submission of 37 temporary appointments made during the period of 1/11/20 to 2/7/20.

- VIII. COMMISSION BUSINESS – ACTION ITEMS
 - A. Consideration and possible action regarding the Department of Human Services and Human Services Agency Fiscal Year 2020-2021 and 2021-2022 Budget Proposal. Dan Kaplan

 - B. Requesting authorization to modify the existing grant agreement with FAMILY SUPPORT SERVICES for the provision respite care for Resource Families; for the period of July 1, 2019 through June 30, 2022; for an additional amount of \$970,347, plus a 10% contingency, for a total amount not to exceed \$2,544,177 Geoffrey Nagaye

 - C. Requesting authorization to modify the existing grant agreement with LOW INCOME INVESTMENT FUND for the provision of Child Care Facilities & Technical Assistance; for the period of July 1, 2020 through June 30, 2022; for an additional amount of \$37,205,495, plus contingency, for a new total grant amount not to exceed \$66,303,295. Graham Dobson

- IX. GENERAL PUBLIC COMMENT – On any matter within the subject matter jurisdiction of the Human Services Commission

- X. ADJOURNMENT

Posted: 2/7/20

SAN FRANCISCO HUMAN SERVICES COMMISSION
M I N U T E S
February 12, 2020 Special Meeting

The special monthly meeting of the Human Services Commission was held on Wednesday, February 12, 2020 in the Ronald H. Born Auditorium at 170 Otis Street, San Francisco.

MEMBERS PRESENT SCOTT KAHN, President
 JAMES MCCRAY, JR., Vice President
 RITA SEMEL
 DARSHAN SINGH
 GEORGE YAMASAKI, JR.

OTHERS PRESENT Trent Rhorer, Executive Director
 Elizabeth LaBarre, Executive Assistant to the Executive Director / Secretary – Human Services Commission
 Noelle Simmons, Deputy Director – Economic Support and Self-Sufficiency
 Susie Smith, Deputy Director – Policy and Planning
 Dan Kaplan, Deputy Director – Finance and Administration
 Other department staff and interested citizens

ROLL CALL President Kahn called the meeting to order at 9:37 a.m., noting that all Commission members were present.

AGENDA On motion of Commissioner Semel, seconded and unanimously carried, the Commission adopted the agenda as posted.

MINUTES On motion of Commissioner Yamasaki, seconded and unanimously carried, the Commission adopted the minutes of the January 23, 2020 Regular Meeting as circulated.

EXECUTIVE
DIRECTOR'S REPORT Executive Director Trent Rhorer furnished an update regarding federal, state, and local activities.

FEDERAL UPDATES

The latest Public Charge update through the courts is the lifting of the injunction on January 27 by the Supreme Court. The efforts to prevent the new public charge rule from going into effect have been exhausted. The new implementation date is February 24, 2020, which means that benefits received before February 24 will not count against recipients. However, an expanded list of qualifying benefits can be used against recipients after February 24. Programs that may be considered under the public charge test not previously counted are CalWORKs, SSI, long-term care, Medi-Cal with some exceptions, CalFresh, public housing and housing choice vouchers. Benefits not included in the public charge test include disaster relief, school nutrition programs, WIC (nutrition program for women, infants and children), foster care and adoption, Head Start (and other child care subsidies), earned-income tax credit (EITC) and childcare tax credit (CTC). Public charge is redefined in the new rule as someone who is "more likely than not" to receive public benefits for more than 12 months within any 3-year period in the future. Our concern is not the number of clients impacted by this rule change as the actual number is nominal. Our main concern is the chilling effect these rule changes have on immigrant communities who are entitled to receive and do receive our benefits. We have done a lot of public campaigning and reaching out to community partners and other city agencies. Our messaging to clients is know your rights and get the facts before you make any decisions whether it is withdrawing from benefits or deciding not to apply. Review the updated FAQs on our website, translated in 6 languages. We are working with Bay Area Legal Aid to provide a free advice line. We have mailed flyers to immigrant households. We are working with the Immigrant Legal Resource Center (ILRC) to provide group workshops in March and April here at 170 Otis along with 1:1 assistance. We have seen a slight decline in the number of CalFresh accounts in households with at least one noncitizen. The pattern of this Administration is to whittle away at benefits as a way of lowering the number of participants under the guise of success. In the state of the union speech, President Trump applauded himself for the decrease in food stamp recipients, claiming people do not need food assistance because they are getting jobs when the reality is that people are off food stamps because of tighter restrictions such as work requirements and public charge rule changes. Yet another rule that falls into this pattern is a new proposal for the Social Security Administration to increase the frequency of reviews from annually to every six months. As we are well aware with our own programs, the more often reviews are required, the more often clients miss appointments. Because the reviews require clients to respond, we are concerned that many will be discontinued for non-response. This will affect everyone on SSI. CWDA submitted comments in opposition last month. Even though we do not administer SSI, many of our clients have household members on SSI and rely on a low cash grant as their safety net.

AGENCY

Every two years, HSA recertifies Muni's discounted Lifeline pass (a low-cost fast pass for qualifying residents) at the 170 Otis Street service center for 46,000 recipients during specified weeks. With so many residents coming through the same location at the same time, Dan Kelly and his planning team seized an opportunity: host Community Assistance Resources Enrollment Fairs (CARE Fairs) where low income residents can learn about all of the City's discounted offerings in one place—in the 170 Otis plaza—and sign up. In addition to SFMTA, we are partnering with over 20 organizations, including PG&E, AT&T, SF Public Utilities Commission, SF Library, SF Rec and Park and the SF-Marin Food Bank. The CARE Fairs are on February 24, March 25 and April 25 from 8am – 1pm, free and open to the public. The CARE Fairs are being advertised via a mailing to Lifeline recipients, flyer distribution and social media posts along with info on our website: www.SFHSA.org/Care-Fairs.

Also in the plaza, next week, we are hosting an all-staff Black History Month celebration Wednesday, February 19 from noon – 1:30pm. There will be food, entertainment and the Mayor will attend and say a few words. Commissioners are invited and will receive an email with details.

PROGRAMS

ESSS

Mentioned in the context of contracts last month, Executive Director Rhorer shared with the commission that the state is transitioning from a regional-based program to a single, statewide information system for our benefits. Currently there are 3 systems but by January 2023 all 58 CA counties will migrate to a single statewide system called CalSAWs. We are currently a part of the CalWin system with 18 counties. We are already planning for the transition to a new system so that it is as seamless as possible. This is a huge lift with new technology and training of staff. Early planning will hopefully prevent data loss and enhance application processing. Program staff are already participating in a number of state workgroups and data cleaning exercises. This is the third transition in Executive Director Rhorer's tenure. It makes sense to combine all counties into one system, especially for county transfers and there will be other efficiencies for clients.

SFBN

The California Department of Social Services (CDSS) was onsite last week to audit the CalFresh Employment & Training Program. This program places CalFresh clients into job readiness training and subsidized employment to ultimately help them with access to better paying jobs. They were very effusive in their praise of our program—they are recognizing that our program is the model for the state, the best practice. Many counties have followed our lead in this program. Unlike most programs we administer, we receive an uncapped federal reimbursement. For every dollar we spend, we receive one dollar back from the federal government. While it does cost the county money, we do receive reimbursement from the federal government. We have been able to expand this program thanks to the revenue draw and other counties have stepped up to do the same. It is especially helpful to have a robust employment program right now with the work requirement change for able-bodied adults receiving CalFresh.

FAMILY AND CHILDREN'S SERVICES (FCS)

Supervisor Yee wants information on foster care in San Francisco, especially the numbers of children placed out of county. His request for a hearing is actually quite timely for us. We have been planning for the last year a resource family recruitment campaign. We are using the State of Foster Care in SF hearing with Supervisor Yee on February 27 at 10am with the Neighborhood Services Committee as an opportunity to spin positive. Mayor Breed is planning an event either the day of or perhaps the day before the hearing to emphasize the need for resource families, reinforcing our Agency's goal that we do not place any children outside of San Francisco anymore unless they are placed with a relative. We hope to receive some press.

Vice President McCray mentions that he often talks to friends and family who do not know about an HSA event. The Commissioner really likes the idea of the CARE fair where he can learn about Agency opportunities, but also opportunities and programs, in one convenient location, from all over the City.

EMPLOYEE OF THE MONTH

President Kahn announced LEE OLIVER, Eligibility Worker Supervisor, Medi-Cal, as the February 2020 Employee of the Month. The Commission recognized Lee for his hard work, positivity and professionalism. Mr. Oliver was awarded an engraved desk clock, which he graciously accepted with thanks to a standing-room-only auditorium.

RESOURCE FAMILY RECRUITMENT CAMPAIGN PRESENTATION

Joe Molica, Communications Manager, presented the commission with an overview of the resource family recruitment campaign and included the campaign's goal, communications strategies, messaging themes, design elements, advertising locations and types of media used to get the word out to San Franciscans that foster families are needed and how to take action.

Commissioner Semel suggests that the Interfaith Council assist with the campaign. Mr. Molica replies that partners will be able to access a toolkit on the Agency's website with ways to help. President Kahn asks if the communications team reached out to local media agencies for pro bono services. Mr. Molica responds that we are working with a local ad agency that specializes in media buys. The media buys in particular have been able to provide value-added services by leaving ads up longer than originally contracted at bus stops for example. Vice President McCray appreciates the presentation and likes the campaign. He heard Mr. Molica reference "our children" multiple times but did not see those words in the presentation. Vice President McCray also echoes Commissioner Semel's comment that we get the materials into the hands of the stakeholders who work with the demographic we want to pull from. Mr. Molica appreciates the feedback and adds that community stakeholders will be forwarded our media kit for the campaign, asking for their help, the following Tuesday. Executive Director Rhorer continues with confirming that the materials should absolutely be distributed to Michael Pappas, Executive Director of the San Francisco Interfaith Council. The Council touches tens of thousands of people—an excellent idea. Joe Molica adds that the Family & Children's Services (FCS) recruitment team has a group that focuses on faith-based organizations.

CONSENT CALENDAR

On motion of Vice President McCray, seconded and unanimously carried, the Commission ratified actions taken by the Executive Director since the January 23, 2020 Regular Meeting in accordance with Commission authorization of February 12, 2020:

1. Submission of requests to encumber funds in the total amount of \$226,639 for purchase of services or supplies and contingency amounts;
2. Submission of 1 temporary positions for possible use in order to fill positions on a temporary basis made during the period of 1/11/20 to 2/7/20;

3. Submission of 37 temporary appointments made during the period of 1/11/20 to 2/7/20.

DEPARTMENT OF
HUMAN SERVICES
AND HUMAN
SERVICES AGENCY
FISCAL YEAR 2020-
2021 AND 2021-2022
BUDGET PROPOSAL

Deputy Director, Finance and Administration Daniel Kaplan presented the Human Services Agency and Department of Human Services Fiscal Year 2020-2021 and 2021-2022 Budget proposal. Dan Kaplan stated that the next step is to recommend the proposal to the Mayor's Office. By law, we have to propose our budget by February 21 of each year.

The Mayor's Office requests budget reductions of 3.5% in each upcoming budget for FY 2020-21 and FY 2021-22, which means reductions in HSA General Fund budgets of \$2.2 million in FY20-21 and \$4.4 million in FY21-22. Our Agency is well-positioned to avoid layoffs and minimize service impacts due to increased allocations in the state budget for Medi-Cal (\$1.8 million) and IHSS Administration (\$.7 million) along with better than expected revenues in a number of programs in the current fiscal year.

HSA's proposed FY 2020-21 budget for DHS and HSA Administration of \$577.2 million is \$16.1 million or 2.9% more than the FY 2019-20 budget of \$561.1 million. HSA's revenues of \$440.5 million in FY 2020-21, are \$2.8 million or 0.6% more than FY 2019-20 revenues of \$437.7 million. General Fund support for DHS and HSA Administration of \$136.7 million in FY 2020-21 is \$13.3 million or 10.8% more than the \$123.4 million in FY 2019-20. These increases are primarily due to the increased costs of CAAP aid, revenue loss from the expired Title IV-E Waiver, as well as increasing salary, benefit, and contract costs in line with cost-of-living adjustments. The proposed FY 2021-22 budget is the same as the proposed FY 2020-21 budget with the exception that adjustments were made for the costs associated with HSA's proposed FY 2020-21 budget for DHS and HSA Administration of \$577.2 million is \$16.1 million or 2.9% more than the FY 2019-20 budget of \$561.1 million. HSA's revenues of \$440.5 million in FY 2020-21, are \$2.8 million or 0.6% more than FY 2019-20 revenues of \$437.7 million. General Fund support for DHS and HSA Administration of \$136.7 million in FY 2020-21 is \$13.3 million or 10.8% more than the \$123.4 million in FY 2019-20. These increases are primarily due to the increased costs of CAAP aid, revenue loss from the expired Title IV-E Waiver, as well as increasing salary, benefit, and contract costs in line with cost-of-living adjustments. The proposed FY 2021-22 budget is the same as the proposed FY 2020-21 budget with the exception that adjustments were made for the costs associated with mandated growth in salaries, fringe benefits, and aid costs.

Commissioner Semel wants to know the impact on Agency budget if Supervisor Haney's ordinance passes (a navigation center in each district). Executive Director Rhorer states, should it pass, we would want a presence at each center. Deputy Director Kaplan addresses this in the DHS Initiatives section of his presentation: Benefits Connector Services at Navigation Centers and Homeless Shelter Sites include a team of 14 eligibility workers and three contracted triage workers who provide Medi-Cal, CalFresh and CAAP eligibility and work participation assessments on site. This will help to meet new needs from the Mayor's initiative to add 1,000 shelter and Navigation Center beds by December 2020. Another highlight from the DHS initiatives section is the expansion of the JobsNOW! Career Pathways program. HSA will shift budget within WDD to fund 30 Career Pathway slots. We previously froze civil service positions to fund Public Service Trainees. With the Mayor's Office support, we no longer need to rely on unfunded (i.e., funded out of salary savings) budget for this successful, important program.

On motion by Commissioner Singh, seconded and unanimously carried, the Commission approved the Department of Human Services and the Human Services Agency Budget Proposal for Fiscal Year 2020-2021 and 2021-2022 Budget proposal.

FAMILY SUPPORT
SERVICES

Geoffrey Nagaye, FCS Program Support Analyst, presented the request to modify an existing grant agreement with FAMILY SUPPORT SERVICES.

On motion of Commissioner Semel, seconded and unanimously carried, the Commission approved the request to modify the existing grant agreement with FAMILY SUPPORT SERVICES for the provision of respite care for Resource Families; for the period of July 1, 2019 through June 30, 2022; for an additional amount of \$970,347, plus a 10% contingency, for a total amount not to exceed \$2,544,177.

LOW INCOME
INVESTMENT FUND

Graham Dobson, OECE Senior Policy Analyst, presented the request to modify the existing grant agreement with LOW INCOME INVESTMENT FUND.

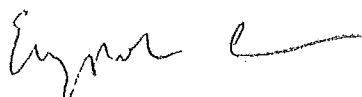
On motion of Commissioner Yamasaki, seconded and unanimously carried, the Commission approved the request to modify the existing grant agreement with LOW INCOME INVESTMENT FUND for the provision of Child Care Facilities & Technical Assistance; for the period of July 1, 2020 through June 30, 2022; for an additional amount of \$37,205,495, plus contingency, for a new total grant amount not to exceed \$66,303,295.

PUBLIC COMMENT

President Kahn's call for public comment yielded no responses.

ADJOURNMENT

President Kahn adjourned the meeting at 11:02 a.m.



Elizabeth LaBarre, Commission Secretary

Posted: X.X.20

City and County of San Francisco

Human Services Agency

Department of Human Services
Department of Aging and Adult Services



London Breed, Mayor

Trent Rhorer, Executive Director

February 24, 2020

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

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2020 FEB 26 AM 10:30
BY AK

RE: Second Modification of the grant with Low Income Investment Fund for the administration of the Child Care Facilities Fund & Technical Assistance.

Dear Ms. Calvillo:

Enclosed for the Board of Supervisors' consideration and approval, please find a resolution which will authorize a second modification of the grant between the City, and County of San Francisco and Low Income Investment Fund for the amount of \$37,205,496, resulting in a total contract amount of \$66,303,295 for the period of July 1, 2017 to June 30, 2022.

The purpose of this modification is to provide for uninterrupted child care facilities upgrades and technical assistance to early care and education providers. This requested funding will extend the contract term for an additional two years, as well as incorporate the administration of an additional revenue source from the Educational Revenue Augmentation Fund (ERAF) allocated to support child care facility projects.

Because this action involves modification of over \$500,000 to a contract which, taken in totality, 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. John Tsutakawa, HSA Director of Contracts, (415-557-6299) can provide further information. Please schedule this item for the earliest meeting possible, as this is a time sensitive matter. Please notify Mr. Tsutakawa when the matter has been processed.

Thank you for your assistance.

Yours Truly,

Trent Rhorer
Executive Director



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 #:

200238

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
Elizabeth Leone	415-557-5727
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
045 Human Services Agency	elizabeth.leone@sfgov.org

5. CONTRACTOR	
NAME OF CONTRACTOR Low Income Investment Fund	TELEPHONE NUMBER 415-772-9094
STREET ADDRESS (including City, State and Zip Code) 50 California St, Suite 2900, San Francisco, CA 94111	EMAIL dnissenbaum@liifund.org

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (if applicable) 200238
DESCRIPTION OF AMOUNT OF CONTRACT \$66,303,295		
NATURE OF THE CONTRACT (Please describe) To administer the Child Care Facilities Fund and provide Technical Assistance to early care and education providers.		

7. COMMENTS
Empty space for comments

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

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	Naughton	Carol Redmond	Board of Directors
2	Ocanas	Reymundo	Board of Directors
3	Bowdler	Janice	Board of Directors
4	Bruemmer	Russell E.	Board of Directors
5	Abeysekera	Laksiri	Board of Directors
6	Anadu	Margaret Chinwe	Board of Directors
7	Douglas	Derek	Board of Directors
8	Fleming	David	Board of Directors
9	Gambrell	Donna	Board of Directors
10	Johnson	Pamela	Board of Directors
11	Kelly, Jr.	willian	Board of Directors
12	Nissenbaum	Daniel	CEO
13	Poethig	Erika C.	Board of Directors
14	Solomon	Michael A.	Board of Directors
15	Swan	Roy	Board of Directors
16	Coates	Giles	CFO
17	Latimer-Nelligan	Kimberly	Other Principal officer
18	Mission Economic Dev. Corp		Subcontractor
19			

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			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			

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 <p style="text-align: center;">BOS Clerk of the Board</p>	DATE SIGNED
---	-------------