

**REQUEST FOR GRANT  
APPLICATIONS #DEC24-01 FOR:**

# Early Intervention and Specialized Services System of Care



**REQUEST FOR PROPOSALS ISSUED:** 12/20/2023  
**PRE-PROPOSAL CONFERENCE:** 01/08/2024 1:30PM  
**DEADLINE TO SUBMIT PROPOSALS:** 02/16/2024 5:00PM



# Letter from the Director

The Department of Early Childhood is guided by long-standing research, which shows that the first five years are a critical time of growth and development for young children. Thus, it follows that the first five years are also the most critical time for our community of care – families, educators, practitioners – to come together and intervene early when we notice a concern or delay. Developmental screenings, and a robust system of support to respond to screenings, play a crucial role in kindergarten readiness, school success, and building a brighter future for all children. A robust, timely early intervention system can positively change a child’s trajectory, with benefits extending to families and caregivers, and far beyond the first five years.

In 2014, San Francisco became an affiliate county adopting the National Help Me Grow (HMG) early intervention model, since then our early intervention system has been on its own developmental course. HMG is a widely recognized framework that advances timely developmental screening, early intervention referrals, and successful outcomes for children through an interconnected community of care. In 2017, First 5 San Francisco funded its first grant to implement and oversee the HMG network in partnership with Early Care and Education sites. The HMG foundation has steadily grown, including increased centralization of developmental screening and response, expansion of site-based training and inclusion supports, implementation of care coordination supports, and new partnerships with pediatric clinics.

This Request for Grant Applications (RFGA) is, first and foremost, a response to the overwhelming community input received during our Strategic Planning as we centered on child and family needs. Early intervention and inclusion of children with developmental concerns and identified disabilities was surfaced by parents and discussed in nearly every community input session and, most recently, reaffirmed through parent leadership groups. Moreover, the use of digitally enabled developmental screening tools, like the Sparkler Mobile App, means that screenings are more accessible to parents and providers, necessitating that we address service access and availability. Kindergarten readiness rates in San Francisco and disparities for children of color, especially those with special health care and learning needs, persist. In this moment, we face not only a changing landscape, but also a service imperative.

This RFGA represents a significant local public investment to allow us to meet this moment by addressing the needs of San Francisco’s young children. It builds from the existing foundation of one funded grant to an early intervention and service system of care comprising multiple components, tiers of support, and ultimately multiple funded early intervention entities that can partner together around the city in service to children and families. We are enthusiastic for the opportunity to roll out this new system of care in collaboration with our community partners and parents, and integrating it with our other core strategies to truly maximize and realize the unlimited potential of the first five years for children’s learning and development.

Sincerely,

Ingrid X. Mezquita, Executive Director, DEC



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**Attachments**

- Appendix 1: Department of Early Childhood (DEC) Family Resource Center (FRC) Evaluation Logic Model FINAL
- Appendix 2: Final Theory of Change
- Appendix 3: Final Draft FRC Activities Guide
- Appendix 4: Informational Resources for Applicants
- Appendix 5: Application Instructions
- Appendix 6: G-100 (1-22) Grant Agreement (City as Grantor)\_Sample





# I. Introduction and Solicitation Schedule

## A. Introduction

### 1. GENERAL

The Department of Early Childhood (DEC) is seeking experienced entities to oversee, implement, and enhance over time four (4) critical service components of San Francisco’s Early Intervention and Specialized Services System of Care for children with a developmental concern or identified disability and their families. Proposers may apply for one or more of the following four (4) service components. DEC reserves the right to award multiple contracts. No contractor is guaranteed work.

The table below reflects the four (4) Request for Grant Applications (referred to hereafter as RFGA or Solicitation) service components, the maximum level of funding available for each component, and approximate number of entities anticipated to be funded. The actual number of entities, and funding levels to those entities, will be determined based on review of applications received, proposed services, and budgets given the maximum amount available for each component. For components where multiple entities may be selected, there is an additional priority to fund in different geographic locations and to reach a diversity of family populations.



RFGA Service Component	Number of Funded Entities	Maximum Amount
<b>Component 1:</b> Families of Children/Youth with Special Health Care Needs (CYSHN) and Early Intervention (EI) Population Family Resource Center (FRC) - a population FRC that will offer a full range of family support services across the age spectrum and in alignment with the service scope of the FRC Initiative for children and families city-wide.	One	Up to \$800,000
<b>Component 2:</b> Centralized Access Point (CAP) - a hub for information and referrals pertaining to child development, developmental delays, and disability; information and access to developmental screening and immediate follow-up; connection to care coordination and additional service referrals.	One	Up to \$450,000
<b>Component 3:</b> Developmental Playgroups - easy to access, culturally responsive playgroups for children birth to age 3 primarily, exhibiting mild to moderate delays, but not eligible for formalized early intervention.	Up to 5	Up to \$650,000
<b>Component 4:</b> Care Coordination and Individualized Support Services - care coordination and individualized support for families with children age birth to 5 who have multiple care provider needs, have a diagnosed disability, and/or are at higher risk for developmental delays.	Up to 4	Up to \$850,000
<b>Total</b>	<b>Up to 11</b>	<b>Up to \$2,750,000</b>

## 2. BACKGROUND

DEC envisions a future where all children enter kindergarten with the cognitive, social/emotional, and physical skills that support school success. Kindergarten readiness is a major



predictor of later academic and life success, and as such acts as a key indicator for child well-being in San Francisco. Research suggests that third- and eighth-grade test scores in low-income districts in California fall behind national counterparts because children start out less ready for school (First 5 Center for Children’s Policy, 2020). Yet despite gains in school readiness over time, San Francisco Unified School District’s 2021 Kindergarten Readiness Study showed that 42% of entering kindergartners were still not adequately prepared for school. Children in the study sample not yet meeting readiness standards were disproportionately from: Latino, African American and Native Hawaiian or Pacific Islander households; households with non-native speakers of the English Language; and were more likely to have an identified disability. Nearly eight percent (7.5%) of children in the study sample had designated special needs, and 71% of them did not meet the readiness standard. Children with a disability or other special health care need who are identified and connected to services early, can and should receive individualized support to promote their readiness and school success. Often children are able to exit early intervention services at a developmental level appropriate for their age without requiring special education services in kindergarten, and children with a disability benefit greatly from identification and supports being introduced as early as possible. However, there is currently no system-wide mechanism for ensuring this service connection happens for all children who need it prior to kindergarten entry.

Developmental disabilities, such as Autism Spectrum Disorder (ASD), a learning disorder, or Attention Deficit Hyperactivity Disorder (ADHD), are common in children in the United States, and the prevalence has increased in recent years. During 2019–2021, the prevalence of any diagnosed developmental disability in children aged 3–17 years increased from 7% to 9% (National Center for Health Statistics, 2023). Developmental screenings can play a key role in kindergarten readiness, school success, and building a brighter future for all children. With proper screening, caregivers can better understand a child’s physical, cognitive, language, behavior, and socio-emotional development, and detect any potential risk of developmental delay or divergence as early as possible, introducing early intervention services if warranted. Early intervention services, such as speech-language pathologists, physical and occupational therapists, psychologists, and social workers, target areas for growth according to each young child’s individual needs and can positively change a child’s developmental trajectory, with ripple effects extending throughout the life course. A strong system of support provided as early as possible can benefit the whole family, offering caregivers the tools they need to create healthy, supportive home and learning environments.

According to the 2021 California Department of Health Care Services (DHCS) Preventative Services Report, developmental screening rates in California were at only 23%; screening rates in San Francisco were similarly low at 22.6%. These rates reflect screenings performed by Medical providers and do not reflect community-based screening like those provided at Early Care and Education Centers (ECE), FRCs, and HMG partners; thus screening rates in San Francisco are likely higher than reflected in the DHCS data. However, a recent 2022 Kindergarten Readiness Parent Survey conducted in San Francisco indicates that about one-fourth (24%) of entering





kindergartners had not had any type of health or developmental screening in the year prior to kindergarten; and the percentage of children who had received a developmental screening was lower in 2022 than in 2020 (43% versus 55%, respectively).

Further, once children are screened and identified as being at risk or experiencing developmental delays, early intervention services are delivered at an even surprisingly lower rate of 5% for the State. In San Francisco, only 3% of children age birth to 5 received early intervention services (DHCS Preventative Services Report, 2022). This is likely due to the complex array of supports that exist to promote child health and respond to identified concerns, as well as the fact that families can move through three to four large systems of care from the time a child is born to school entry, including the pediatric medical system, the early care and education system, Early Start Regional Centers, and School District Special Education teams, with any number of gaps and disruptions that can happen along the way (First 5 Center for Children's Policy, 2022).

This research points to the need for a more robust and unified approach to developmental screening, referral, and early intervention for children with developmental concerns and/or identified disabilities and their families. Medical and education professionals caring for young children must be able to easily and routinely offer developmental screening and be equipped to provide follow-up support. Parents need education to be aware of the importance of developmental screening as a support to their child's well-being.

Given the multiple reasons that timely linkage to appropriate supports can be delayed or disrupted, it is important to have a clear pathway to services and a coordinated process that enhances access, integrates with the larger system of care to remove barriers, and ultimately helps families to act quickly and with confidence when they have concerns about their child's development. This has become all the more imperative since the COVID-19 pandemic. An analysis comparing the number of evaluations and ASD identifications before and after the onset of the COVID-19 pandemic found that before the pandemic, 4-year-old children were receiving more evaluations and identifications than 8-year-old children did when they were 4 years of age. However, these improvements in evaluation and ASD detection were wiped out beginning in March 2020 (Center for Disease Control Autism and Developmental Disabilities Monitoring Network, 2023). These delays, and the compilation effect they will have in initiation of services, mean that efforts must be redoubled to bring rates back to pre-pandemic levels and beyond.

Throughout 2021 and early 2022, DEC Strategic Planning centered parents' voices and experience through in-depth listening sessions with families from linguistically and ethnically diverse backgrounds. Parent listening sessions were accompanied by key informant interviews and 19 parent input sessions hosted at family resource centers, in order to inform a comprehensive planning process for the next funding cycle of the Family Resource Center



Initiative (FRCI). Two large community surveys reaching nearly 3,000 parents were also conducted during this time.

Findings from these planning activities revealed several consistent themes. Early intervention and inclusion of children with developmental concerns or disabilities was surfaced by parents and discussed in nearly every conversation. Parents talked about wanting support for their children of all abilities, including navigation and social emotional supports in particular. They want early care and education settings to be inclusive and providers to be skilled in working with all children, regardless of ability or behavior challenge. They also need access to early intervention and individualized services, like speech therapy. Finally, parents whose children have developmental concerns or disabilities want free and low-cost parenting classes and connections with culturally specific peer networks for support. The frequency and prevalence expressed by parents, as well as the number of complex inter-related service needs and issues including an overlay of racism and implicit bias often present in health, behavioral health, and mental health services, have resulted in DEC creating this solicitation specifically to bolster the City's Early Intervention and Specialized Services System of Care, intended to integrate within and around ECE Initiatives and the FRCI.

San Francisco has been a Help Me Grow (HMG) Affiliate County since 2014. HMG is a nationally recognized systems-change model which helps establish an interconnected community of care to advance timely developmental screening, early intervention, and successful outcomes for children. Thirty-one states throughout the United States, and approximately half of California counties, are implementing this system to support early identification and referral for children ages birth to 5 with developmental, behavior and/or social-emotional concerns. HMG builds collaboration across sectors, including health care, early care and education and family support to support the healthy development of all children. As such the HMG framework will continue to be a unifying framework for the services under this RFGA and other DEC funded services supporting children's health and well-being. The entities selected as part of this RFGA are expected to collaborate fully with one another, other HMG partners, preschools, clinics, and other agencies within the FRCI, in order to enhance the overall system of care for children with developmental concerns, disability, and/or other special health care needs and their families. Funding under this RFGA is not intended to support the full array of existing services, activities, and components of the San Francisco HMG system; the RFGA service components fall under the broader umbrella of HMG, but do not represent the entirety of it.

This Early Intervention and Specialized Services System of Care RFGA builds on DEC's past efforts in early identification and early intervention services and activities. In simultaneously seeking this RFGA's service components, DEC aspires to a coordinated and integrated effort for young children to identify areas of developmental concern, provide parent support and education, and ensure additional access to further assessment and early intervention where warranted.



### **3. DIVERSITY, INCLUSION, AND RACIAL EQUITY**

DEC is committed to a culture of inclusion; everyone should have what they need to thrive no matter their race, age, ability, gender, sexual orientation, ethnicity, or country of origin. The Department believes that a diverse and inclusive workforce will produce more creative and innovative outcomes for the organization, and ultimately, its clients.

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

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

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

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

### **4. SELECTION OVERVIEW**

Proposers may apply for one or more of the four (4) service components in this RFGA. Responsive applications will be evaluated by a panel ("Evaluation Panel") consisting of subject matter experts regarding the services being procured through this solicitation. Applications will be evaluated based on the criteria outlined herein. RFGA service components receiving only one application will be reviewed by DEC staff to ensure minimum qualifications are met and a score of at least 75 is obtained to indicate a grant negotiation process would be initiated. Tie scores may be resolved through any means deemed appropriate by the City, acting in its sole discretion, including through optional interviews.



## B. Anticipated Term

A contract awarded pursuant to this solicitation shall have a tentative term of three (3) years from July 1, 2024 to June 30, 2027 subject to annual availability of funds, annual satisfactory contractor performance, and need. DEC reserves the right to enter into contracts of a shorter duration, or to extend all or some contracts for two additional one-year extensions through June 30, 2029.

## C. Anticipated Not to Exceed Amount and Funding Amounts

The total estimated annual funding for this RFGA is approximately \$2,750,000 per year, which may increase or decrease depending on funding availability. The source of funding for these services is state and local funds. Payment for all services provided in accordance with provisions under this contract shall be contingent upon the availability of funds. The City shall not guarantee any minimum amount of funding for these services.

Grant awards may be reduced or eliminated in response to reduced allocations or decreased funding availability. Grants made through this RFGA may be augmented if additional funds become available without additional application processes, provided they are in alignment with scope and services outlined herein. Funds unawarded in one service component may be shifted to another service component or returned to DEC for use toward a different or similar purpose.

## D. Solicitation Schedule

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

**Table B**

Proposal Phase	Tentative Date
Request for Grant Applications Issued	December 20, 2023
Deadline for Written Questions	January 5, 2024 at 12:00pm PST
Pre-Proposal Conference	January 8, 2024 at 1:30pm PST Remote via link: <a href="https://us06web.zoom.us/j/85830900664">https://us06web.zoom.us/j/85830900664</a>
Non-Mandatory Letter of Intent Deadline	January 18, 2024 at 5:00pm PST
Deadline to Submit Proposals	February 16, 2024 at 5:00pm PST
Tentative Evaluation of Proposals	February 19, 2024 - March 19, 2024
Tentative Notice of Contract Award	March 29, 2024



# E. Limitation of Communications During Solicitation

From the date this solicitation is issued until the date the competitive process of this solicitation is completed (either by cancelation or final Award), proposers and their subcontractors, vendors, representatives and/or other parties under proposer’s control, shall communicate solely with the Contract Manager whose name appears in this solicitation. Any attempt to communicate with any party other than the Contract Manager whose name appears in this solicitation (Section VI. B.) – including any City official, representative or employee – is strictly prohibited. Failure to comply with this communications protocol may, at the sole discretion of the City, result in the disqualification of the proposer or potential proposer from the competitive process. This protocol does not apply to communications with the City regarding business not related to this solicitation.

# F. Definitions and Acronyms

## 1. DEFINITIONS

**Developmental Milestones:** Specific behavioral, cognitive, physical, and emotional skills and abilities that most children achieve by certain ages. Skills such as taking a first step, smiling for the first time, and cooing are developmental milestones. These milestones serve as markers to gauge a child’s growth and development over time. They help parents, caregivers, and healthcare professionals determine if a child is developing typically or if there might be potential concerns.

**Developmental Monitoring:** Monitoring that involves observing how a child grows and whether a child meets the typical developmental milestones, or skills that most children reach by a certain age, in playing, learning, speaking, behaving, and moving.

**Developmental Screening:** A standardized tool (either a parent questionnaire or an observational assessment typically by a clinical or education professional) that has been validated by research to learn more about the child’s development. It is used to identify infants, toddlers, and young children who may be at risk for potential health, developmental, or social-emotional concerns.

**Ages and Stages Questionnaire (ASQ):** A developmental screening tool designed for use by early educators and health care professionals to look at child development in the following five developmental domains: (1) Communication, (2) Gross Motor, (3) Fine Motor, (4) Problem-Solving, and (5) Personal Social. It is a parent-completed questionnaire that creates a snapshot of developmental progress to identify risks of delays and/or celebrate milestones of children between the ages of 1 month to 5 and half years.

**Ages and Stages Questionnaire for Social-Emotional (ASQ:SE):** A developmental screening tool tailored to exclusively screen the social and emotional behaviors of children to celebrate



milestones or identify any need for further assessment. It is a parent-completed questionnaire that looks at nine (9) behavioral areas such as self-regulation, compliance, social communication, adaptive functioning, autonomy, affect, and interaction of children between the age of 1 month to 6 years.

**Adverse Childhood Experiences (ACEs):** Potentially traumatic events that occur in a child’s life before the age of 18 and have a profound impact on their long-term health and well-being. ACEs can include a wide range of experiences such as: physical and emotional abuse; neglect; violence; household mental illness; household substance abuse; parental incarceration; environmental issues; and racism.

**Children and Youth with Special Health Care Needs (CYSHN):** Children at increased risk for chronic physical, developmental, behavioral, or emotional conditions and who also require health and related services of a type or amount beyond that required by children generally.

**Developmental Evaluation/Assessment:** A formal evaluation and more in-depth look at a child’s development, usually done by a trained specialist, such as a developmental pediatrician, child psychologist, speech-language pathologist, occupational therapist, or other specialists. The results of this formal evaluation determine whether a child needs specific treatments, early intervention services, or both. A formal developmental evaluation may be needed if the developmental screening tool identifies an area of concern.

**Early Intervention:** Services and support available to babies and young children with developmental delays and disabilities and their families. May include speech therapy, physical therapy, and other types of services based on the child’s and family’s needs. Can have a significant impact on a child’s ability to learn new skills and overcome challenges and can increase success in school and life.

**Learning Activities/Play:** Activities for children who are developing typically or need non-intensive support in one or more developmental areas or with social-emotional skills. Learning activities/play allow children to use their creativity while developing their imagination, dexterity, and physical, cognitive, social, and emotional strength. Play is essential to healthy development.

**Centralized Digital Developmental Screening System:** A family engagement system that makes developmental screening tools like ASQs easily accessible and usable by families, primary clinics, FRCs and ECE providers via a smart phone, iPad, and computer. It should be free, available in multiple languages, and put screening history in the hands of families. For providers, it automates the scoring of developmental screenings and centralizes results to inform follow-up support and intervention services.

*Resources for definition, CDC Learn the signs, Brooks Publishing, and Center on the Developing Child Harvard University*

## 2. ADDITIONAL ACRONYMS

ADHD - Attention Deficit Hyperactivity Disorder



ASD - Autism Spectrum Disorder

DHCS - California Department of Health Care Services

CAP - Centralized Access Point

CMAA - County-based Medi-Cal Administrative Activities

CMD – Contract Monitoring Division

CYSHN and EI Population FRC - Families of Children/Youth with Special Health Care Needs and Early Intervention Population Family Resource Center

DEC - Department of Early Childhood

ECE - Early Care and Education Centers

ECM – Enhanced Care Management

FFPSA - Families First Prevention and Services Act

FRC - Family Resource Center

FRCI - Family Resource Center Initiative

HMG - Help Me Grow

JV - Joint Venture

LBE – Local Business Enterprise

SBA – Small Business Administration

RFGA - Request for Grant Applications

## G. Target Populations

**Children in Preschools and Family Resource Centers.** In San Francisco an estimated 12.5% of children aged birth to 17 have special health care needs (kidsdata.org, 2021); this also lines up with San Francisco’s recent 2022 Kindergarten Readiness Parent Survey showing 12 percent of parents indicated their child had been professionally diagnosed as having a special need. The Early Intervention and Specialized Services System of Care RFGA intends to support all children city-wide and their families who may have a suspected or identified developmental concern, disability or other special health care need. The early invention components of the system are intended to focus more heavily on the birth to five population with an emphasis on ages 9 months to kindergarten entry. The City’s universal early learning and preschool initiative and FRCI serve approximately 9,000 children annually, which provides a good base population number for the efforts and focus of this RFGA.

**Children with Suspected or Identified Developmental Concern.** Local developmental screening initiatives and data collection efforts to date, demonstrate that roughly 25- 30% of children will have an identified concern of some type and anywhere from 3% - 10% will required ongoing



care coordination with connection to early intervention services. Thus, DEC is aiming to steadily build a system that has capacity to: promote developmental screening, learning, and play for all young children; support triaging and developmental screening follow-up for approximately 1,300 children with some level of identified need; and provide longer-term care coordination for approximately 450 children with moderate to high needs. DEC, with funding support from the Department of Children Youth and Their Families, is additionally committed to ensuring that all families of children with disabilities and special health care needs in San Francisco age birth to 17, have an easily accessible, one-stop-shop for resources and support.

**Children Experiencing Outcome Disparities.** However, some children are at greater risk for a developmental delay, and disparities exist for certain children regarding timely identification and diagnosis of concerns. While White babies are screened at higher rates than the national average (37% compared with 34%), Asian, Black, and Hispanic/Latino babies are screened at lower rates (27%, 29%, and 31%, respectively). Similar patterns are seen across income levels. Screening rates for babies in families with low income (30%) are also lower than the national average (State of Babies Yearbook, 2023).

Disparities in early identification and intervention not only play into school readiness disparities at kindergarten as already demonstrated, but also contribute to gaps and over-representation within special education enrollments. For example, in Washington D.C. Black and African American children made up less than half of children receiving early intervention in 2021 but represented 76% of those receiving special education for school-age children. In Maryland, those figures were 31% and 41%, respectively (Hechingerreport.org, 2023). San Francisco's, 2022 Kindergarten Readiness Parent Survey indicated that African American and Filipino students had the highest rate of diagnosed special needs at a 20% and 17% rate respectively compared to White and multi-racial children both at the lowest rate of 10%. Moreover, diagnoses given to children of color are often behavior related, i.e. Serious Emotional Disturbance, and can initiate a pattern of educational suspensions and expulsions and establish a life-long stigma.

**Children and Families Experiencing Barriers to Service.** For families of color, access to early intervention is even more limited. A total of 409,315 infants and toddlers (3.5%) received early intervention services under Individuals with Disabilities Education Act Part C in 2018. White and Native Hawaiian or other Pacific Islander infants and toddlers were more likely than those in all other racial and ethnic groups to receive Part C services and Black/African American, Asian, American Indian/Alaska Native infants and toddlers, and infants and toddlers of two or more racial and ethnic groups were the least likely to receive early intervention services (Education Trust, 2021).

Children living in households with a native language other than English, children who are recipients of child welfare services and/or are living in foster care, and children facing housing instability and homelessness also experience particular needs and service barriers related to unique circumstances that must be taken into consideration when designing and delivering early intervention services.





**Children Experiencing Adverse Experiences.** Potentially traumatic events that occur in a child’s life before the age of 18 and have a profound impact on their long-term health and well-being. These can include a wide range of experiences such as: physical and emotional abuse; neglect; violence; household mental illness; household substance abuse; parental incarceration; environmental issues; and racism.

Therefore, the work of this funded initiative intends to be particularly focused on the above populations, while also maintaining a broad and universal reach.

Additionally, there may be service components that focus on child-serving providers. These may include:

- Pediatricians, other primary health care providers, and health clinic staff
- Early care and education professionals
- Family support professionals
- Leadership of various child- and family-serving organizations





## II. Scope Of Work

The Scope of Work is intended as a general guide and not a complete list of all work necessary to complete the project. Proposers should use this description when designing and presenting the programs and services they intend to implement with RFGA funding; however, proposers 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 to be provided by the entities selected for grant awards.

A minimum three-month planning and ramp-up phase may be considered for some aspects of service; applicants should identify areas where a planning phase would be beneficial.

### A. Description of Services

**Table C: Service Component 1 - Families of Children/Youth with Special Health Care Needs (CYSHN) and Early Intervention (EI) Population FRC**

RFGA Service Component One	Number of Funded Entities	Maximum Amount
<b>Component 1:</b> CYSHN and EI FRC - a population FRC that will offer a full range of family support services across the age spectrum and in alignment with the service scope of the FRC Initiative for children and families city-wide.	One	Up to \$800,000



The Early Intervention and Specialized Services System of Care RFGA seeks to identify **one entity** to act as a city-wide population FRC offering a full range of family support services across the age spectrum and in alignment with the service scope of the FRCI for families of children with special health care needs and families benefitting from early intervention.

All FRCs offer a core set of essential family support services to families with children birth to 17 in a placed-based model serving either a particular neighborhood of San Francisco or a city-wide population (for FRCI funding opportunities see RFGA DEC24-02 found at <https://sfdec.org/funding-opportunities/>). The entity funded under this RFGA component will provide essential family support services for the identified city-wide population of families of children and youth with special health care needs and families of children seeking early intervention services. It will have a focus across the entire age spectrum.

The FRCI Theory of Change and Logic Model (see Appendices 1 and 2), and the initiative itself, is anchored by four required service areas intended to achieve the outcomes and purpose listed below.

1. **Responsive Relationships:** Family members learn from one another and have nurturing, supportive relationships inside and outside family resource centers. Services reduce social isolation and increase social supports.
2. **Parent Self-Efficacy:** Parents understand developmental milestones, believe they can influence their child's development, and use practices that promote milestone achievement. Services promote understanding of child development as well as supporting parental resilience.
3. **School Readiness and Success:** Children enter kindergarten with the cognitive, social/emotional, and physical skills that support school success. Services include understanding about the social-emotional competence of children.
4. **Stress Mitigation:** Parents/caregivers have the information, resources, and connections to peers and professionals to successfully raise their children in San Francisco. Services connect families to concrete supports in times of need.

The funding provided through this initiative could provide financial support for up to five years. In this time, the City reserves the right to further develop scopes of work permitted under this RFGA and consistent with the terms of this RFGA. For clarity, no scope development may exceed the terms of this RFGA.

Each of the above service areas contain prioritized activities and interventions (i.e. FRCI Essential Services) that characterize family support work and contribute to the goals of the initiative. The prioritized Essential Services corresponding are outlined briefly in the following sections and fully described in the Activities Guide in Appendix 3. The Activities Guide describes all possible types of services that applicants may propose or be asked to do. The Activities Guide can also be used to further develop scopes of work with target deliverables commensurate with the level of funding received.



## 1. Responsive Relationships: Family Engagement and Cross Sector Partnerships

- Intake and Retention Processes
- Direct and Indirect Outreach and Engagement
- Cross Sector Partnerships, Referral Paths, and Connections
- System-level supports to better meet the needs of diverse populations (e.g. provider training capacity-building, learning networks, additional workgroups/advisory boards, satellite sites)

## 2. Parent Self-Efficacy: Parent Leadership and Community Connections

- Parent Advisory Committee, with diverse representation and over-representation from families that experience greater barriers to service access
- Community Events, including at least one event for week of the young child

## 3. School Readiness and Success: Parent Caregiver Capacity and School Readiness and Success Activities

- Curriculum Based Parent Education
- Parent Classes in School Readiness and Success
- Parent Child Interactive Groups (birth to age 4 required; optional for older ages)
- Support Groups and/or Workshops, minimum of 1 total
- Educational Supports such as: workshops and groups on parent-school engagement, leadership, and partnership; parent-child early literacy and STEAM (Science Technology Engineering Art and Math) classes; educational navigation; and co-location at schools

## 4. Stress Mitigation: Formal Supports for Individual Families and Those At-Risk for System Involvement

- Basic Needs
- Basic Information and Referral, Family Advocacy, and/or Intensive Case Management (at least 1 or more of these services)

The use of evidence-based or informed practices is strongly encouraged and may be required for some services, such as Curriculum Based Parent Education and/or as part of participation in Families First Prevention and Services Act (FFPSA) funded services. Entities funded under this RFGA should be prepared and able to manage multiple local, state and federal funding streams such as FFPSA, Enhanced Care Management (ECM), and County-based Medi-Cal Administrative Activities (CMAA).

Proposers should be cognizant of the need to develop programming for, and address the needs of, families with children of different ages as the parenting issues and support desired by parents can vary according to the age of their child. Proposers should have the qualifications, competencies, and skills to implement activities for children and families across multiple age ranges, giving equal focus to families' needs and circumstances at both the early ages and school-ages. Additionally, proposers should encourage collaboration with staff across their own



agency and with external community partners so that families have a continuum of service as their children grow. Proposers should possess the ability to serve diverse cultural and linguistic communities. The space utilized in the delivery of essential services should be inviting and have a distinctive welcoming, “family-friendly” supportive environment.

Other service considerations, guiding principles and FRCI priorities are included below.

#### Quality Components - Guiding Principles

All services funded through this initiative regardless of scope, intensity, or duration, shall be operated in accordance with the quality components of “**Family Support Principles.**” Proposers must demonstrate commitment to the family-centered asset-based approach reflected in the above components of quality.

**Family Support Principles** are based on the premise that the primary responsibility for the development and well-being of children lies within the family, and all segments of society must support families as they rear their children. The **Family Support Principles** (see Appendix 4) developed by Family Support America provide a philosophical framework that builds upon strengths rather than emphasizing deficits and collaborates with families to determine their goals of services (Best Practice Project 1996).

The scope of work and outcomes of the FRCI are built upon the Family Support Principles and are informed by The Center for the Study for Social Policy’s Protective Factors Framework, the research of the Harvard Center on the Developing Child regarding effective family support programs, and the principles of Trauma Informed Care and Healing Centered Engagement. Information about these can be found in Appendix 4.

Additionally, the National Standards of Quality for Family Strengthening and Support have been developed to clearly outline how the Family Support Principles and the 5 Protective Factors are applied programmatically. The Wisconsin Core Competencies in Family Support, developed by the Wisconsin Children’s Trust Fund, provides managers with important baseline knowledge and skills for the hiring of parent educators, home visitors, and other professionals who work with families. Information about these may be found in Appendix 4.

#### Capacity Building and Professional Development

Capacity building among grantees is a key component of the FRCI to improve practice and strengthen the overall family support system in San Francisco. Applicants funded through the Early Intervention and Specialized Services System of Care RFGA can expect to participate in program assessment, training, technical assistance, and other quality improvement activities, that identify skills, competencies, and practices as guidelines for quality implementation of the essential services of the initiative.

Ongoing training opportunities that funded applicants are encouraged to utilize include the offerings of the San Francisco Family Support Network, in particular the National Standards of Quality for Family Strengthening and Support built upon the Family Support Principles and the 5 Protective Factors.



Other training opportunities may include, but are not limited to, certification in evidence-based parenting education curriculum, peer learning group opportunities, Family Development Credential, Infant Massage, and other training supported by City funders.

**Table D: Service Component 2 – Centralized Access Point (CAP)**

RFGA Service Component Two	Number of Funded Entities	Maximum Amount
<p><b>Component 2:</b> CAP - a hub for information and referrals pertaining to child development, developmental delays, and disability; information and access to developmental screening and immediate follow-up; connection to care coordination and additional service referrals.</p>	One	Up to \$450,000

The Early Intervention and Specialized Services System of Care RFGA seeks **one entity** to create a CAP to act as a hub for information and additional service referrals pertaining to child development, developmental delays, and disability, as well as an information and access center for developmental screening and immediate follow-up.

The CAP will function as a one-stop-shop where families and caregivers can gain access and linkage to services and information related to: monitoring developmental milestones, developmental screening, early intervention, service connection/navigation, inclusion, disability rights and awareness, and access of specialized support services for families and children aged birth to 17 with a disability or special health care need. The structure and core services are outlined below.

1. Information and Resources

- Maintain a central referral hub, utilizing multiple modes of access (phone, paper, digital, in-person) where parents/caregivers can find materials and information to identify any risk in their child's various stages of development and support their academic and learning journey from age birth to 17.
- Provide information and initial support on child development, developmental milestones, and early warning signs of developmental delay and/or disorder.
- Act as resource for home-based developmental promotion activities, tools, and knowledge.
- Share information and resources around existing workshops, trainings, playgroups, support groups, and other city-wide resources that are available relevant to promoting and strengthening child development.
- Ensure resources, information, and contact information for referral partners and providers is kept current and up-to-date.



- Create awareness in communities about the existence of the CAP to ensure those in need are utilizing it.

## 2. City-wide Access to Developmental Screening and Monitoring

- Promote, utilize, oversee, and provide access to a centralized digital developmental screening tool and tracking system in multiple languages; respond and monitor developmental screening requests and results.
- Summarize and aggregate screening results by risk level, and proactively work with families, ECE centers, FRCs, and clinics to initiate appropriate follow-up action steps.
- Promote play as an essential positive childhood experience and provide a library of learning activities that can be used by families and caregivers to support children in meeting their developmental milestones and increasing their socio-emotional, communication, cognitive, and motor skills.

## 3. Intake

- Make initial contact with family within 48 hours of the initial referral, request, or inquiry.
- Obtain an accurate and comprehensive understanding of a child's developmental needs, the family's concerns, and the barriers the parent faces in meeting the needs of the child and their family.
- Determine whether the inquiry is for general information, specific concerns, or immediate intervention.
- Review preliminary developmental screening and/or other screening and assessments that may have been administered (e.g. ASQ, Maternal Depression, ACES), and administer additional screens as warranted; for children age 5 and younger, if a developmental screen using a standardized tool (ASQ and ASQ:SE) is not recent, valid, or active given the child's age, one should be completed digitally via phone, tablet, or computer in the family's preferred language within 7 days of initial contact with family.
- Communicate any intake findings, outcomes of screening, and immediate follow-up recommendations in writing with the parent/caregiver.

## 4. Referral and Triaging (Lower tier to care coordination)

- Identify and triage initial, shorter-term referral pathways to appropriate services for both child and parent/caregiver.
- Provide initial connection to other related service providers such as: care coordinators, ECE providers, social workers, FRC providers, developmental playgroup providers, and/or mental health consultants to identify continuing service pathways.
- Within 15 days of initial contact and information gathering, provide a referral information packet for families with clear description of recommended next steps, and up-to-date contact information for additional providers, such as names, email, and phone number of their care coordinator or case manager.



- As needed, support families with any navigation and barrier removal to facilitate access to additional services through such things as: form completion, translation, accessing transportation solutions, and making appointments.
- As needed, vet additional service providers, referral points, and provide warm hand-offs for families.

#### 5. Follow-up and Monitoring

- Conduct monthly check-ins for a minimum of three months, to monitor the status of family referrals.
- Adjust services as necessary based on progress, emerging needs, and new concerns.

Generally, for CAP to be effective, it's important to:

- Coordinate with other partners in the Early Intervention and Specialized Services System of Care and broader HMG and FRCI network, including the Golden Gate Regional Center and San Francisco Unified School District;
- Have staff with a background in early childhood development when supporting families with children age birth to 5;
- Provide excellent documentation, record-keeping and timely communication with families;
- Have the qualifications, competencies and skills to implement activities for children and families across multiple age ranges, giving equal focus to families' needs and circumstances at both the early ages and school-ages, and collaborate across agency staff and partners so that families have a continuum of service as their children grow.
- Ensure cultural congruency, sense of belonging, and inclusivity in services provided;
- Ensure that all families, regardless of race, ethnicity, socioeconomic status or geographic location, can access these services.

DEC is building partnerships with local managed care entities and exploring options to diversify the funding that supports early identification and intervention activities, such funding streams could include CMAA, ECM, and FFPSA. Entities awarded grants through this RFGA could be expected to partner more directly with managed care and/or enhance their capacity to manage these funding streams.





**Table E: Service Component 3 – Developmental Playgroups**

RFGA Service Component Three	Number of Funded Entities	Maximum Amount
<p><b>Component 3:</b> Developmental Playgroups - easy to access, culturally responsive playgroups for children birth to age 3 primarily, exhibiting mild to moderate delays, but not eligible for formalized early intervention.</p>	Up to 5	Up to \$650,000

The Early Intervention and Specialized Services System of Care RFGA seeks up to **five (5)** entities to implement developmental playgroup services for children, primarily age birth to three, that do not qualify for formal early intervention but are demonstrating developmental concerns.

Play is the means through which experiences, behaviors, social and cultural expressions are merged and transformed into a practice that catalyzes self-interrogation and communal exploration (Janice E. Hale and Erika L. Bocknek). It is not only a tool for learning, expression and socialization, at a deeper level it also provides space for children to exercise and develop their own agency and connect to their history and culture. Yet, many children, particularly low-income children of color are disproportionately deprived of rich, reflective, and responsive play opportunities. For children who may be experiencing developmental concerns or delays, play becomes a particularly important resource and tool for them to make learning gains in an atmosphere of joy, creativity, and free-exploration.

Addressing play opportunities and supporting the achievement of developmental milestones is not just about providing play space and play activities; it must also be about offering accessible, culturally responsive, developmentally appropriate play where diverse identities can be explored and reflected. Developmental playgroups funded through this RFGA will be designed to support children who are at risk for developmental issues or are exhibiting mild to moderate delays, and who do not meet the requirements for most formal early intervention programs. They are intended to be a step more intensive than parent/child interactive playgroups funded through the FRCI, but are not intended to be clinical in nature, i.e. not intended for children who already have a diagnosed disability (Care Coordination and Individualized Support Services will be described in subsequent Section II.A Service Component 4). Specifically, developmental playgroups should be available for children whose developmental screening results score in the “monitoring” zone on two or more developmental domains on an evidence-based screening tool.

Playgroups will focus on building developmental skills in the areas of communication, fine motor, adaptive, gross-motor and problem solving focusing on children from birth to 3 years-



old. Developmental playgroups should have an ability to be offered at multiple locations around the city and/or at spaces easily accessible to families, should be culturally responsive and reflective, offered in multiple languages, and enable parents to learn and support their children's development. Ideally, they should also support learning connections between the multiple caregivers in a child's life. Developmental playgroups do not need to have a parent participation component, but applicants should think through how parents will be engaged, what the expectations will be for parents during the time children are present, how these expectations will be communicated to parents, and how learning connections can be built at-home in between play sessions and at the conclusion of the series.

Entities funded under this RFGA component will be expected to implement the below aspects for developmental playgroups.

### 1. Facilitate Developmental Playgroups

- Design fun, stimulating play content by skills, developmental domains, and age group;
- Provide play instructors, trainers, and/or trained facilitators who have knowledge of child development and experience administering early childhood playgroups and/or parent/child interactive groups;
- Expand culturally responsive and reflective developmental play opportunities throughout San Francisco locations;
- Provide home-based activity handouts or resources to parents and caregivers in multiple languages; may include or be in the form of digitally enabled play content organized by age group and specific skills that families can easily filter and access.
- Obtain, maintain, and if appropriate, distribute materials and supplies to implement playgroup activities at playgroup sites and at children's homes.

### 2. Developmental Monitoring and Screening

- Administer developmental screening, or support developmental screening, before sessions begin and at the conclusion of sessions;
- Have capacity to understand and address developmental concerns and design play content around specific developmental objectives;
- Provide phone consultation to playgroup parents and other professionals as needed;

### 3. Coordination

- Maintain a physical space that is conducive to developmental play and/or host playgroup sessions at identified sites; ensure locations and play opportunities are easily accessible to parents and children through multiple means, inclusive of coordinating times, schedules, set-up, communication to families, and any other logistics related to access and acquisition of space for the playgroups.
- Coordinate with the CAP funded through this RFGA for playgroup referrals and particularly in instances where a child might need more intensive supports or interventions.



- Coordinate with other partners in the Early Intervention and Specialized Services System of Care and broader HMG and FRCI network to implement and streamline referral procedures and processes for families.

Generally, for Developmental Playgroups to be effective, it’s important to have a stance that:

- Children are competent and capable of positive developmental outcomes and deserve high expectations;
- Children develop at different rates and will vary in their progress within learning domains, thus playgroups must be inclusive and accommodating so children can fully experience their environment;
- Children are best understood and supported within the context of their family, culture, and community; staff should be creative and innovative in designing and incorporating diverse cultural and community components in designing play.

Creation and implementation of outdoor play is highly encouraged but not a requirement. Outdoor play can offer many benefits to the lives of young children and their caregivers. Research has demonstrated numerous positive influences of outdoor play or time in nature on children’s physical, social, emotional, language, communication, and cognitive development.

**Table F: Service Component 4 – Care Coordination and Individualized Support Services**

RFGA Service Component Four	Number of Funded Entities	Maximum Amount
<b>Component 4:</b> Care Coordination and Individualized Support Services - care coordination and individualized support for families with children age birth to 5 who have multiple care provider needs, have a diagnosed disability, and/or are at higher risk for developmental delays.	Up to 4	Up to \$850,000

The Early Intervention and Specialized Services System of Care RFGA seeks up to **four (4)** entities to provide Care Coordination and individualized services to children age birth to 5, who have multiple care provider needs, developmental concerns, are at higher risk for developmental delays, have a likelihood of a diagnosed disability, and/or have a recently diagnosed disability or special health care need.

Care Coordination is a crucial component that ensures that children who are at risk or have high likelihood of disability diagnosis and their families receive timely, comprehensive, and streamlined early intervention services. For purposes of this RFGA, Care Coordination is defined as patient- and family-centered, assessment-driven, team-based activities designed to meet the



needs of children with more complex early intervention and physical, emotional, and/or behavioral health needs. Care Coordination addresses interrelated medical, social, developmental, behavioral, educational and financial needs to achieve optimal health and wellness outcomes, and efficient delivery of health- and early intervention-related services and resources within and across systems. It should enable children, families, and caregivers to leverage their strengths, increase understanding of their condition(s), and skillfully build self-agency and self-efficacy skills in navigating services.

Specific priority criteria for Care Coordination and individualized support services that may accompany Care Coordination, as distinguished from the CYSHN and EI Population FRC or CAP, include children birth to 5 who:

- May be eligible for formal early intervention services through the Regional Center or School District;
- Have multiple complex service needs, need support in negotiating services, and/or would benefit from long-term coordination of multiple services;
- Have an identified concern but are deemed ineligible for a formal early intervention services;
- Have developmental screening results with scores in the concern zone on at least one of the five developmental domains AND monitoring on at least two of the remaining developmental domains;
- Have social/emotional developmental screening results score in the concern zone;
- Have a recently diagnosed disability or other special health care need, and/or require modification and adjustment to diagnosis or care plan.

Care Coordination and other individualized support services should minimally seek to ensure and incorporate the below components.

#### 1: Identification and Preliminary Assessment

- Initial contact must be made with the family within 72 hours of the initial referral.
- Ensure each child is assigned one Care Coordinator, who works in partnership with the family, supporting and recognizing them as the central decision-makers.
- Assess child/family's needs and eligibility for programs/services; coordinate additional evaluations and assessments as needed.
- Develop individual analysis of concern as early as possible but no later than 30 days of initial contact. The process of analyzing the concern may include results from additional screenings, assessments, or observations with the dual purpose of confirming concerns identified by a screening tool, and identifying next steps. It may also include convening and coordinating with the multiple providers already acting on behalf of the family or representing an intersecting service (e.g. social worker, pediatrician, early care and education provider).



## 2: Create a Plan of Care

- Create and implement a Care/Support Plan for children based on a comprehensive preliminary assessment, within 15 days of the analysis of concern and share with parents or caregiver in writing.
- Assist the family in obtaining access to needed early intervention services and other services needed or identified, including making referrals to providers, and scheduling appointments for the child and the child's family.
- Identify and provide concrete resources and supports family will need to complete the plan – e.g., supports for transportation, translation, childcare.
- Support the family in navigating eligibility requirements, service barriers, community support, and transition points in between services, improving chances of timely, successful service linkage.
- Coordinate, facilitate, and monitor the delivery of needed early intervention services and other services identified in the individualized Care/Support Plan to ensure that the services are provided in a timely manner. Entities may also be able to directly offer early intervention services to the family, but is not a service requirement.
- Facilitate and participate in the regular review, evaluation and modification of individualized Care/Support Plan if needed by the family.
- Assist families with understanding and supporting their child's development, understanding resources and services, and empowering and educating parents/caregivers to navigate and advocate for their child(ren).

## 3: Care Transition and Continued support

- Provide ongoing guidance to families regarding how to access services, and eligibility navigation if/when they transition from Early Intervention to Special Education and related services for age 3 and older.
- Maintain regular communication and a centralized communication log capturing all interactions, feedback, and updates from service providers and families.
- Ensure that intervention services/strategies outlined in Care/Support Plan is made available to caregivers and/or teachers in the form of technical assistance, consultation, and or follow-up activities, as needed.
- Conduct follow-up check-ins with families and service providers to determine that appropriate early intervention services are being continuously provided and troubleshoot any service interruptions in collaboration with families.

Generally, for Care Coordination and individualized support services to be effective they should have the following characteristics:

- Follow a standardized process and protocol to ensure every family receives consistent care;
- Training and support is made available in areas such as working with diverse cultures, understanding the dynamics of power and power-sharing, and problem-solving skills when working with complex systems of care;



- Leverage technology as a solution;
- Establish channels for families and caregivers to provide feedback and insights into areas of improvement;
- Provide excellent documentation, record-keeping and timely communication with families;
- Coordinate with the CAP funded through this RFGA for referrals; and
- Coordinate effectively with other partners in the Early Intervention and Specialized Services System of Care and broader HMG and FRCI network as well as other providers involved in the family and child’s circle of care.

The National Care Coordination Standards for CYSHN developed by the National Academy for State Health Policy (2020) can serve as a guide for a high-quality care coordination program that is dynamic, relational, asset-based, and family-centered. Services funded through this RFGA should strive to be in alignment with these standards. Additional information can be found in Appendix 4.

Funded entities will be encouraged, and in some cases may be required, to attend and receive training and capacity-building that aligns with National Care Coordination Standards and supports high-quality implementation, cultural and linguistic competence, understanding of the service landscape, and continuous quality improvement.

DEC is building partnerships with local managed care entities and exploring options to diversify the funding that supports early identification and intervention activities, such funding streams could include CMAA, ECM, and FFPSA. Entities awarded grants through this RFGA could be expected to partner more directly with managed care and/or enhance their capacity to manage these funding streams.

## B. Objectives

The major purpose of objectives is to measure quantity, quality, and impact of services. In measuring these areas, a balance should be created between the value of the information and the time/effort required to collect the information. Objectives stated in the proposal may incorporate both the pre-existing service and outcomes objectives detailed below, as well as additional objectives proposed by applicant so long as they match the services provided and the overarching goals and vision of this solicitation.

### 1. SERVICE OBJECTIVES

For purposes of this RFGA, service objectives will be articulated in the form of performance measures. Performance measures as defined by the City Controller's Office can be understood as "a specific quantitative measure of an activity or outcome." DEC will negotiate with funded entities to identify performance measures, i.e. service objectives, for each component of the Scope of Work. The performance measures will set target expectations for the frequency and levels of participation in scope of work activities. Some may also require information about program satisfaction, accessibility, and appeal. Typical service objectives and performance



measures cover such things as, duplicated and unduplicated counts of participants served, participant demographic characteristics, numbers of sessions, and participants' level of satisfaction and engagement in services. For each service component, applicants should propose between five (5) to ten (10) performance metrics that align with the core service expectations outlined in this RFGA. These should be outlined in the Evaluation section of Form F.

## 2. OUTCOME OBJECTIVES

This solicitation is intended to drive progress toward two out of four core outcomes in the DEC 2023-27 Strategic Plan, including: "Children are in excellent physical and mental health or have reliable access to quality health providers to address concerns;" and "Parents have the information, resources, and connections to peers and professionals to successfully raise their children in San Francisco." This Early Intervention and Specialized Services System of Care RFGA was developed in order to bring about the successful achievement of these outcomes and ensure that race is not a predictor in the meeting this achievement.

In addition to the outcomes and indicators in the FRCI Logic Model and Theory of Change (see Appendices 1 and 2), initiative outcomes also include:

- All developmental screens, held within a DEC-funded electronic developmental screening and tracking system, will be utilized to inform ongoing support strategies for children who have been screened;
- Triaging and support strategies will be offered to all parents of children with identified risk or concerns;
- All participants in developmental playgroups will gain skills on developmental milestones and at least 75% will no longer be in monitoring zone for risk of developmental delay or disorder;
- All children referred to Care Coordination receive timely response and linkage to resources and services;
- By Kindergarten entry 100% of children have a developmental screen and are connected to needed supports and services.

Grants funded through this RFGA are expected to be able to achieve their proposed service scopes in a manner that addresses these initiative outcomes. Respondents will be expected to demonstrate how their proposed scope aligns with, and advances changes toward, these outcomes and links back to the identified target populations. Respondents may also propose additional service outcomes. DEC may ask funded entities to participate in additional evaluation activities to assess achievement of outcomes and the overall successful impacts of the initiative.

## C. Reporting Requirements

High-quality documentation, tracking and record-keeping is critical to the success of early intervention efforts so that families and the providers who serve them can remain closely coordinated, understand emerging and changing needs, and mitigate delays and barriers.



Entities funded through this RFGA are expected to utilize tracking systems, forms, written summaries, and packets, and technology enabled strategies in their day-to-day work. These tools should be subject to continuous quality improvement based on input from families and providers, and should be readily available upon request to DEC.

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

- Measures of participation in services;
- Measures of the amount of services;
- Measures of program quality; and
- Measures of participant level changes and outcomes.

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

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

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

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





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

As a condition of being selected, the grantee agrees to acknowledge the DEC, First 5, and/or the City in external communications efforts related to the services and activities funded by this RFGA. This acknowledgment could include a statement, logo, or visual/verbal representation indicating that the project was made possible with support from the grantor. The DEC team will provide ongoing support and guidance in fulfilling this requirement. Grantee may be asked to furnish copies of relevant promotional and/or marketing materials for review prior to being released to the public. Where instances of promotion for both the grantor and the grantee are available, collateral material may be provided for use by the grantor. Additional external facing collateral material, and training or technical assistance on how to utilize, may also be introduced to grantees with the expectation that it be used in the promotional/marketing and outreach efforts for services and activities funded by this RFGA.





## III. Submission Requirements

### A. Time and Place for Submission of Applications

Proposer shall submit one (1) electronic pdf copy of the proposal to [DEC-EISS-RFGA@sfgov.org](mailto:DEC-EISS-RFGA@sfgov.org). Electronic file title should include agency name; RFGA number (RFGA DEC24-01); number of files submitted, i.e. 1 of 4; and any additional labeling specifications provided in the application instructions document (Appendix 5). Applications must be received by **5:00 p.m. PST, on Friday February 16, 2024**. Late submissions will not be considered. Supplemental documents or revisions after the deadline will not be accepted.

**Department staff will confirm receipt of all proposal submissions within one (1) business day after receipt of the application packet.**

### B. Format

Applications must be created using a word processing software (e.g. Microsoft Word, Corel WordPerfect, LibreOffice, FocusWriter, etc), text should be unjustified (i.e., with a ragged-right margin) using a 12 point serif font (e.g.-Times New Roman, and not Arial), page margins should be at least 1" on all sides (excluding headers and footers), use 1.5 line spacing, and sections be within articulated page limits. Document footers should include sequential page numbers, agency name, RFGA number, and service component of the proposal (e.g., CYSHN and EI Population FRC, Centralized Access Point, Developmental Playgroups, Care Coordination and Individualized Services).



## C. Content

Entities interested in responding to this RFGA must submit a completed application; individual applications must be completed for each service component. Application instructions are located in Appendix 5 Application Instructions. Application questions are located in Form F Application Program Narrative Questions. All proposals for funding must be developed using the specific format described in the application instructions. This is necessary so that all applications can receive fair and equal evaluation. Applications 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 Evaluation Panel.





## IV. Proposal Evaluation Criteria

### A. Minimum Qualifications (Pass/Fail)

Each application will be reviewed for initial determination on whether applicant meets the Minimum Qualifications (MQs) referenced in this section. **This screening is a pass or fail determination and an application that fails to meet the below MQs will not be eligible for further consideration in the evaluation process.** MQs have been provided separately for each service component of this RFGA. While the MQs differ across components the screening process applied will be the same. Any application that does not satisfy the MQ's will be deemed non-responsive and will not be scored.

**Table G: MQs Service Component 1 - Families of Children/Youth with Special Health Care Needs and Early Intervention Population FRC (One Entity)**

MQ #	Description
MQ 1	Agency has five (5) years of experience providing the family support services listed in the Service Categories located in Section II.A.
MQ 2	Agency is a nonprofit organization filed with a 501(c)(3) and/or equivalent.
MQ 3	Agency is a current certified vendor or has the ability to become a certified vendor with the City and County of San Francisco within ten (10) days of notice of intent to award.
MQ 4	Agency provides services in San Francisco locations (i.e. physical brick and mortar space) to residents of San Francisco.
MQ 5	Proposal is format compliant regarding submission instructions and page limits; excess or format noncompliant pages will be struck and not scored.
MQ 6	Agency is not prohibited by the City Controller's Office from applying and receiving grant funding.



**Table H: MQs Service Component 2 – Centralized Access Point (One Entity)**

MQ #	Description
MQ 1	Agency has three (3) years of experience overseeing a warm-line, support-line, hot-line, help-line and/or comprehensive resource and referral system for families.
MQ 2	Agency is a nonprofit organization filed with a 501(c)(3) and/or equivalent.
MQ 3	Agency is a current certified vendor or has the ability to become a certified vendor with the City and County of San Francisco within ten (30) days of notice of intent to award.
MQ 4	Agency provides services in San Francisco locations (i.e. physical brick and mortar space) to residents of San Francisco.
MQ 5	Proposal is format compliant regarding submission instructions and page limits; excess or format noncompliant pages will be struck and not scored.
MQ 6	Agency is not prohibited by the City Controller's Office from applying and receiving grant funding.
MQ 7	Agency affirms willingness to participate in all required reporting, evaluation, and documentation activities.

**Table I: MQs Service Component 3 – Developmental Playgroups (Up to 5 Entities)**

MQ #	Description
MQ 1	Agency has three (3) years of experience developing play activities for young children age birth to 5 that includes a family interactive component.
MQ 2	Agency is a nonprofit organization filed with a 501(c)(3) and/or equivalent.
MQ 3	Agency is a current certified vendor or has the ability to become a certified vendor with the City and County of San Francisco within thirty (30) days of notice of intent to award.
MQ 4	Agency is able to provide services in San Francisco locations to residents of San Francisco.
MQ 5	Proposal is format compliant regarding submission instructions and page limits; excess or format noncompliant pages will be struck and not scored.
MQ 6	Agency is not prohibited by the City Controller's Office from applying and receiving grant funding.
MQ 7	Agency affirms willingness to participate in all required reporting, evaluation, and documentation activities.



**Table J: MQs Service Component 4 – Care Coordination and Individualized Support Services (Up to 4 Entities) (Updated)**

MQ #	Description
MQ 1	Agency has three (3) years of experience implementing care coordination or similar services (case management, family advocacy, linkage and service navigation) for young children age birth to 5.
MQ 2	Agency is one of the following allowable entity types: for-profit organization, social enterprise, joint powers, educational institution, community-based non-profit under Section 501(c)(3) of the Internal Revenue Code, or individual.
MQ 3	Agency is a current certified vendor or has the ability to become a certified vendor with the City and County of San Francisco within thirty (30) days of notice of intent to award.
MQ 4	Agency provides services in San Francisco locations (i.e. physical brick and mortar space) to residents of San Francisco.
MQ 5	Proposal is format compliant regarding submission instructions and page limits; excess or format noncompliant pages will be struck and not scored.
MQ 6	Agency is not prohibited by the City Controller's Office from applying and receiving grant funding.
MQ 7	Agency affirms willingness to participate in all required reporting, evaluation, and documentation activities.

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

**CONTRACT MONITORING DIVISION (CMD) CHAPTER 14B LOCAL BUSINESS ENTERPRISE REQUIREMENTS APPLY TO RFGA SERVICE COMPONENT 4 CARE COORDINATION AND INDIVIDUALIZED SUPPORT SERVICES. SEE SECTION VI.M. FOR DETAILED INSTRUCTIONS AND ANY SUBMITTALS RELEVANT TO THIS GRANT APPLICATION.**

## B. Evaluation Panel Scoring

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



**Table K: Scoring Service Component 1 - Families of Children/Youth with Special Health Care Needs and Early Intervention Population FRC (One Entity)**

Application Section	Max # of Pages	Max Score
Minimum Qualifications	1 page	Pass/Fail
A. Neighborhood or Population Characteristics	2 pages	10
B. Agency Experience, Qualifications, and Achievements	6 pages	15
C. Proposed Services and Programs	12 pages	20
D. Racial Equity	2 pages	15
E. Outreach and Engagement	4 pages	20
F. Evaluation Capacity	2 pages	10
G. Budget and Narrative Form	1 page	10
<b>Total</b>	<b>30 Pages</b>	<b>100 Points</b>

**Table L: Scoring Service Component 2 – Centralized Access Point (One Entity)**

Application Section	Max # of Pages	Max Score
Minimum Qualifications	1 page	Pass/Fail
A. Agency and Staff Experience	6 pages	25
B. Project Description	12 pages	30
C. Outreach and Engagement	4 pages	20
D. Partnership and Collaboration	4 pages	10
E. Evaluation	1 page	5
F. Budget and Narrative Form	1 page	10
<b>Total</b>	<b>29 Pages</b>	<b>100 Points</b>

**Table M: Scoring Service Component 3 – Developmental Playgroups (Up to 5 Entities)**

Application Section	Max # of Pages	Max Score
Minimum Qualifications	1 page	Pass/Fail
A. Agency and Staff Experience	6 pages	25
B. Project Description	12 pages	30
C. Outreach and Engagement	4 pages	20
D. Partnership and Collaboration	4 pages	10
E. Evaluation	1 page	5
F. Budget and Narrative Form	1 page	10
<b>Total</b>	<b>29 Pages</b>	<b>100 Points</b>



**Table N: Scoring Service Component 4 – Care Coordination and Individualized Services (Up to 4 Entities)**

Application Section	Max # of Pages	Max Score
Minimum Qualifications	1 page	Pass/Fail
A. Agency and Staff Experience	6 pages	25
B. Project Description	12 pages	30
C. Outreach and Engagement	4 pages	20
D. Partnership and Collaboration	4 pages	10
E. Evaluation	1 page	5
F. Budget and Narrative Form	1 page	10
<b>Total</b>	<b>29 Pages</b>	<b>100 Points</b>







## V. Pre-Proposal Conference and Contract Award

### A. Pre-Proposal Conference

Proposers are encouraged to attend a Pre-Proposal Conference on **Monday, January 8, 2024 from 1:30p.m. to 3:30p.m. PST** to be held remotely via link:

<https://us06web.zoom.us/j/85830900664>. All questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the RFGA, please contact the individual designated in Section VI.B.

### B. Non-Mandatory Letter of Intent Submission Instructions

Agencies intending to submit an application **are strongly encouraged** to submit a Letter of Intent, so that it is received by **5:00p.m. PST on Thursday, January 18, 2024**. The Letter of Intent must be on agency letterhead and indicate the agency's intent to apply for funds. The letter should indicate all service components for which the proposer intends to apply (e.g., Component 1 CYSHN and EI Population FRC, Component 2 Centralized Access Point, Component 3 Developmental Playgroups, Component 4 Care Coordination and Individualized Services). If proposer is applying for multiple service components each component should be listed within the Letter of Intent. To the extent possible, the letter should name the agencies applying to



receive funds through this solicitation, including the lead agency and any subcontractor agencies. The letters of intent are not binding and are used by staff to anticipate the number of Evaluation Panel members needed. The letters of intent are to be emailed to [DEC-EISS-RFGA@sfgov.org](mailto:DEC-EISS-RFGA@sfgov.org). Please include the term “RFGA DEC24-01 Letter of Intent” in your subject line.

## C. Contract Awards

Proposer(s) with whom DEC will commence contract negotiations will be selected from each service component. The acceptance and/or selection of any proposal(s) shall not imply acceptance by the City of all terms of the proposal(s), which may be subject to further negotiations and approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable amount of time DEC, in its sole discretion, may terminate negotiations with the highest ranked applicant and begin contract negotiations with the next highest ranked applicant.

## D. Written Questions and Requests for Clarification

Proposers are encouraged to submit written questions before the due date stated in Section I.D. to the individual designated in Section VI.B. All questions will be addressed, and any available new information will be provided in writing via email to Proposers. All written questions must be submitted on or prior to **Friday January 5, 2024 at 12:00p.m. PST**. Please include the term “RFGA DEC24-01 Question” in your subject line and email to [DEC-EISS-RFGA@sfgov.org](mailto:DEC-EISS-RFGA@sfgov.org).

Following this due date and the completion of the Pre-Proposal Conference, only technical questions regarding submissions as well as errors and omissions to the RFGA will be addressed and posted.



# VI. Terms and Conditions for Receipt of Proposals

## A. Solicitation Errors and Omissions

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

## B. Inquiries Regarding Solicitation

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

Theresa Zighera  
Department of Early Childhood  
1650 Mission Street, Suite 300  
San Francisco, CA 94103  
[DEC-EISS-RFGA@sfgov.org](mailto:DEC-EISS-RFGA@sfgov.org)

Please include the term “RFGA DEC24-01 Question” in your subject line.

## C. Objections to Solicitation Terms

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

## D. Solicitation Addenda

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



Solicitation Addenda. It is the responsibility of the Proposer to check for any Addenda, Questions and Answers documents, and updates, which may be posted to the subject Solicitation.

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

## E. Proposal Term

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

## F. Revision to Proposal

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

## G. Proposal Errors and Omissions

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

## H. Financial Responsibility

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

## I. Public Disclosure

All documents under this solicitation process are subject to public disclosure per the California Public Records Act (California Government Code Section §6250 et. Seq) and the San Francisco



Sunshine Ordinance (San Francisco Administrative Code Chapter 67). Contracts, Proposals, responses, and all other records of communications between the City and Proposers shall be open to inspection immediately after a contract has been awarded. Nothing in this Administrative Code provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit.

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

## J. Proposer's Obligations under the Campaign Reform Ordinance

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

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

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

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



until either: (1) negotiations are terminated, and no contract is awarded; or (2) twelve months have elapsed since the award of the contract.

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

## K. Reservations of Rights by the City

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

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

## L. No Waiver

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

## M. Local Business Enterprise Goals and Outreach

### **LBE Rating Bonus shall apply to Category 4 of this Grant Application**

Per Section 14B.2 of the Admin Code, Chapter 14B requirements do not apply to grants, whether funded by the City or by Federal or State grant funds, to a nonprofit entity to provide services to the community. However, Chapter 14B requirements apply to grant funding to for-profit entities who provide services to the community. Therefore, the requirements of the Local Business Enterprise (LBE) and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the



future (collectively the “LBE Ordinance”) shall apply only to Service Component 4 Care Coordination and Individualized Support Services of this RFGA.

LBE Subcontracting Participation Requirements are waived for RFGA Service Component 4 Care Coordination and Individualized Support Services. However, the LBE Rating Bonus still applies. For complete instructions and guidelines, including LBE subcontractor credit, please refer to [14B Local Business Enterprise \(LBE\) Program | San Francisco \(sf.gov\)](#) .

## 1. CMD REQUIRED FORMS

- Form 2A: CMD Contract Participation Form
- Form 3: CMD Compliance Affidavit *(Updated)*
- Form 4: CMD Joint Venture (if applicable)
- Form 5: CMD Employment Form *(Updated)*

## 2. LBE SUBCONTRACTING PARTICIPATION REQUIREMENT

The LBE subcontracting participation requirements are waived for Service Component 4 Care Coordination and Individualized Support Services of this RFGA. If you have questions, please contact the CMD representative listed below.

## 3. GOOD FAITH OUTREACH

Good Faith Efforts Requirements are waived for Service Component 4 Care Coordination and Individualized Support Services of this RFGA.

## 4. APPLICATION OF LBE RATING BONUSES AND/OR BID DISCOUNTS

### A. Eligibility for the LBE Rating Bonus

The LBE rating bonus applies to Service Component 4 Care Coordination and Individualized Support Services of this RFGA.

Certified Small or Micro-LBEs, including certified non-profit organizations, may be eligible for an LBE rating bonus if the LBE is CMD certified in the type of work that is specified for the prime applicant by the Contract Awarding Authority. Under certain circumstances, Small Business Administration (SBA) - LBEs are eligible for an LBE rating bonus. A proposer that has a certification application pending, that has been denied certification, that has had its certification revoked or that is in the process of appealing a CMD denial or revocation at the date and time the application is due is not an LBE and is not eligible to receive the rating bonus even if the firm is later certified or ultimately prevails in its appeal. *(Updated)*

### B. Application of the LBE Rating Bonus

The following rating bonus shall apply at each stage of the selection process, i.e., qualifications, applications, and interviews:



- 1) Contracts with an Estimated Cost in Excess of \$400,000 and Less Than or Equal To \$10,000,000. A 10% rating bonus will apply to any proposal submitted by a CMD certified Small or Micro-LBE. Pursuant to Section 14B.7(E), a 5% rating bonus will be applied to any proposal from an SBA-LBE, except that the 5% rating bonus shall not be applied at any stage if it would adversely affect a Small or Micro-LBE proposer or a Joint Venture (JV) with LBE participation.
- 2) The rating bonus for a JV with LBE participation that meets the requirements of Section 2.02 below is as follows for contracts with an estimated cost of in excess of \$10,000 and Less Than or Equal to \$10,000,000:
  - 10% for each JV among Small and/or Micro-LBE prime applicants.
  - 5% for each JV which includes at least 35% (but less than 40%) participation by Small and/or Micro-LBE prime applicants.
  - 7.5% for each JV that includes 40% or more in participation by Small and/or Micro-LBE prime applicants.

The rating bonus will be applied by adding 5%, 7.5%, or 10% (as applicable) to the score of each firm eligible for a bonus for purposes of determining the highest ranked firm. Pursuant to Chapter 14B.7(F), SBA-LBEs are not eligible for the rating bonus when joint venturing with a non LBE firm. However, if the SBA- LBE joint ventures with a Micro-LBE or a Small-LBE, the joint venture will be entitled to the joint venture rating bonus only to the extent of the Micro-LBE or Small-LBE participation described in Section 2.01B.4b. and c. of CMD Attachment 2.

The Rating Bonus for Small or Micro-LBEs or JVs does not apply for contracts estimated by the Contract Awarding Authority to exceed \$10 million. The rating bonus for SBA-LBEs\* does not apply for contracts estimated by the Contract Awarding Authority to exceed \$20 million.

LBE Rating Bonuses shall be applicable to each phase of the Application evaluation and selection process, in accordance with the values shown below.

Professional Services Estimated Contract Value	Small/Micro-LBE's Rating Bonus	SBA-LBE's Rating Bonus
Greater than \$10,000 but less than or equal to \$400,000.	10%	0%
Greater than \$400,000 but less than or equal to \$10,000,000.	10%	5%* cannot negatively impact Small/Micro-LBEs
Greater than \$10,000,000 but less than or equal to \$20,000,000.	2%	2%

Responsive applications will be evaluated by a panel (“Evaluation Panel”) consisting of parties with expertise related to the services being procured through this selection process. Applications will be evaluated based on the criteria outlined herein. If applicable, a CMD





Contract Compliance Officer will assess applications' compliance with LBE requirements and assign a rating bonus to application scores. The CMD-adjusted scores (if applicable) will then be tabulated, and applicants will be ranked starting with the applicant receiving the highest score, then continuing with the applicant receiving the second highest score, and so on.

## 5. CMD COMPLIANCE OFFICER

If you have any questions concerning the CMD Forms and to ensure that your response is not rejected for failing to comply with S.F. Administrative Code Chapter 14B requirements, please contact CMD. The CMD Compliance Officer assigned to Service Component 4 of this application and any grant awarded from service component 4 of this application is:

Melinda Kanios  
Contract Compliance Officer I  
Contract Monitoring Division  
City and County of San Francisco  
Tel: 415-274-0511  
Email: [Melinda.Kanios@sfgov.org](mailto:Melinda.Kanios@sfgov.org)  
Website: [www.sfgov.org/cmd](http://www.sfgov.org/cmd)

## N. Other

1. The City may make such investigation, as it deems necessary, prior to the award of this contract to determine the conditions under which the goods are to be delivered or the work is to be performed. Factors considered by the City shall include, but not be limited to:
  - a. Any condition set forth in this Solicitation;
  - b. Adequacy of Proposer's plant facilities and/or equipment, location and personnel location to properly perform all services called for under the Purchase Order; and
  - c. Delivery time(s).
2. City reserves the right to inspect an awarded Proposer's place of business prior to award of and/or at any time during the contract term (or any extension thereof) to aid City in determining an awarded Proposer's capabilities and qualifications.
3. Failure to timely execute a contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another Proposer and may proceed against the original selectee for damages.
4. City reserves the right to reject any Proposal on which the information submitted by Proposer fails to satisfy City and/or if Proposer is unable to supply the information and documentation required by this Solicitation within the period requested.
5. Any false statements made by a Proposer or any related communication/ clarification may result in the disqualification of its Proposal from receiving further evaluation and a contract award.





# City's Social Policy Requirements

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

## A. Proposers Unable to do Business with the City

### 1. GENERALLY

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

### 2. ADMINISTRATIVE CODE CHAPTER 12B

A Proposer selected pursuant to this Solicitation may not, during the term of the Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners



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

## **B. Health Care Accountability Ordinance**

Where applicable, a Proposer selected pursuant to this Solicitation shall comply with the requirements of Chapter 12Q. For each covered employee who is not subject to Prevailing Wage, an awarded Proposer shall provide the appropriate health benefit set forth in Section 12Q.3 of the Health Care Accountability Ordinance (HCAO). If a Proposer selected pursuant to this Solicitation chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q and the Health Commission’s minimum standards are available at <http://sfgov.org/olse/hcao>. Any Subcontract entered into by Proposer shall also be required to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this section.

## **C. Minimum Compensation Ordinance**

Where applicable, a Proposer selected pursuant to this Solicitation shall comply with Administrative Code Chapter 12P. A Proposer selected pursuant to this Solicitation shall pay covered employees who are not subject to Prevailing Wage no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. A Proposer selected pursuant to this Solicitation is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>.

## **D. First Source Hiring Program**

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

## **E. Non-Profit Entities**

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



requirements of the Attorney General’s Registry of Charitable Trusts at the time of Contract execution and for the duration of the agreement.

## **F. Other Social Policy Provisions**

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





## VII. Contract Requirements

### A. Contract Terms and Negotiations

The successful Proposer will be required to enter into the Agreement attached hereto as Attachment 7, Grant Agreement for services by Community-Based Organizations. The **City's Proposed Agreement Terms are not subject to negotiation.** Failure to timely execute the Proposed Agreement, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the Proposed Agreement, shall be deemed an abandonment of the Proposal and City, in its sole discretion, may select another Proposer and proceed against the original selectee for damages.

### B. Public Access to Meetings and Records

If the successful Proposer is awarded a grant of at least \$250,000 in City funds or City-administered funds, the Proposer will be required to provide the following:

1. A statement describing Proposer's efforts to comply with the Chapter 12L provisions regarding public access to Proposer's meetings and records, and
2. A summary and disposition of all complaints concerning the Proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. If no such complaints were filed, the Proposer shall include a statement to that effect.

Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Proposer's Chapter 12L submissions shall be grounds for rejection of the



Proposal and/or termination of any subsequent agreement reached on the basis of the Proposal.

## C. 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.

## D. Insurance Requirements

Unless otherwise stated, within thirty business days of the receipt of a notice of award of a Contract, the Proposer to whom the contract is awarded shall deliver the specified insurance certificates and policy endorsements to City. If the Proposer fails or refuses to furnish the required insurance within thirty days after receiving notice to award a Contract, the City may, at its option, determine that the Proposer has abandoned its Proposal. Thereupon the tentative award of said contract to this Proposer shall be canceled. The required insurance certificates are outlined in Attachment 7, Grant Agreement for services by Community-Based Organizations. However, the department will work with each awarded agency and the City's Risk Manager to determine the appropriate levels of insurance that may be needed.

## E. Compliance with Other Laws

Grantee shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of the grant Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.





## IX. Protest Procedures

### A. Protest of Non-Responsiveness Determination

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

### B. Protest of Non-Responsible Determination

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



## C. Protest of Contract Award

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

## D. Delivery of Protests

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

Executive Director  
Department of Early Childhood  
1650 Mission St. Suite 300  
San Francisco, CA 94103

Attn: Ingrid X. Mezquita  
ingrid.mezquita@sfgov.org







## X. Standard Forms

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

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

### B. How to Register as a City Supplier

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

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

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

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

- **City Business Tax Registration Inquiries:** For questions regarding business tax registration procedures and requirements, contact the Tax Collector's Office at



(415) 554-4400 or, if calling from within the City and County of San Francisco, 311.

- **Chapter 12(B) and 12(C) Inquiries:** For questions concerning the City’s Chapter 12(B) and 12(C) Equal Benefits and Non-Discrimination in Contracting requirements, go to: [www.sfgov.org/cmd](http://www.sfgov.org/cmd).

## C. Supplier Eligibility and Invoice Payment

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

## D. Supplemental Forms

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

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



# XI. RFGA Forms Overview

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

## 1. Form A: Service Component Checklist

One copy only with each packet submission.

## 2. Form B: Proposal Checklist

Make additional copies as needed; one form with each service component application.

## 3. Form C: RFGA Coversheet

Make additional copies as needed; one form with each service component application.

## 4. Form D: Minimum Qualifications Tables

Complete and insert into each application packet the corresponding service component MQ Table.

## 5. Form E: Budget Form FY24

Budgets should be submitted in the standard DEC format using the Excel form as provided. Please complete all sections. There is one (1) worksheet for the budget along with separate worksheets for any subcontractors. If additional subcontractor worksheets are needed, simply copy and paste into new worksheets within this workbook.

DO NOT ALTER OR OVERWRITE formulas. Do NOT include budget items which do not have a budget request. If adding or deleting lines, ensure formulas remain correct.

Please note that all sections except Administrative Costs are direct costs and must be clearly and easily attributable to a specific program.

The Budget Description and/or Calculations section provides detailed information and calculations supporting the amount allocated for each budget line item. Please detail all mathematical computations for each line item. Show how the total dollar amount was derived, e.g., the number of square feet of office space to be utilized multiplied by the rate per square foot, the cost per month for insurance multiplied by the number of months in the contract term, the number of diapers per total number of participants to be purchased, etc. For the Personnel section, list the position, the percentage of FTE allocated to the activity expressed as a decimal (e.g. 0.5 or 1.0), a brief sentence of the position's responsibilities, and the mathematical computation used to arrive at the total dollar amount requested.

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, utilize the Subcontracting budget worksheets using the standard DEC 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 subcontractor budget amounts should appear on the Operating Expense Detail sheet under the Subcontractor section. Subcontractor admin costs should be in the Administrative Costs section and count towards the maximum 15.00% administrative cost allowance.

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 DEC Contract Manager.

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

## **6. Form F: Application Program Narrative Questions**

Complete and insert your program narrative into each application packet, one for each service component application. Complete according to instructions in Appendix 5 Application Instructions.



INPUTS	KEY STRATEGIES & ACTIVITIES	OUTPUTS	SHORT-TERM/MID-TERM OUTCOMES	LONG TERM OUTCOMES	
<p>DEC, HSA, &amp; DCYF provides funding to FRCs.</p> <p>FRCI contains place-based centers with expertise and specialized services in a specific neighborhood or with an identified population of families.</p> <p>FRCs have staff to implement and conduct activities.</p> <p>FRCs provide professional development for staff.</p> <p>FRCI commits to the following guiding principles:</p> <ul style="list-style-type: none"> <li>Racial Equity</li> <li>Universal Access</li> <li>Collaboration with Community</li> <li>Continuous Learning &amp; Improvement</li> <li>Transparency</li> </ul>	<p><b>Family Engagement and Cross Sector Partnerships</b> FRCs build and maintain relationships with families through the following activities:</p> <ul style="list-style-type: none"> <li>Intake &amp; Retention</li> <li>Direct and Indirect Outreach and Engagement</li> <li>Basic Information and Referral</li> </ul> <p>FRCs partner with city departments and/or community-based agencies to provide services and resource linkages to FRC participants.</p> <p><b>Parent Leadership and Community Connections</b> For parents enrolled in FRC, there are opportunities for participation in:</p> <ul style="list-style-type: none"> <li>Parent Leadership activities <ul style="list-style-type: none"> <li><u>Parent Advisory Council</u> – Formal venue for parent input for FRC funded activities.</li> <li><u>DEC Parent Engagement Focus Groups</u> - time limited group(s) centered on providing feedback and input on DEC funded activities</li> </ul> </li> <li>Family Events</li> <li>Field Trips</li> </ul> <p>FRCs host Community Events and Workshops/Classes for community on:</p> <ul style="list-style-type: none"> <li>Child/Youth Development</li> <li>Perinatal and Early Infancy</li> <li>Family Economic Success</li> </ul> <p><b>Parent Caregiver Capacity and School Readiness and Success Activities</b> FRCs provide parent caregiver capacity and school readiness and success activities through the following activities:</p> <ul style="list-style-type: none"> <li>Parent Support Groups</li> <li>Curriculum Based Parent Education</li> <li>Perinatal Supports <ul style="list-style-type: none"> <li><i>May include childbirth preparation classes; linkage and referral to prenatal or pediatric care; lactation and infant feeding support; and/or new parent home visiting activities.</i></li> </ul> </li> <li>Parent - Child Interaction Groups</li> <li>Health and Developmental Screenings</li> <li>Drop-in Child Watch - <i>provided for children in support of parents participating in other activities at the FRCs</i></li> <li>Parent Classes in School Readiness and Success</li> </ul> <p><b>Formal Supports for Individual Families and Those At-Risk for System Involvement</b> FRCs provide formal supports for individual families and those at risk for system involvement (i.e. child welfare, etc) through:</p> <ul style="list-style-type: none"> <li>Family Advocacy</li> <li>Intensive Case Management</li> <li>Barrier Removal and Basic Needs</li> <li>Differential Response</li> <li>Enhanced Visitation</li> <li>Family Services Preservation Services Act (FFPSA) services</li> </ul>	<p># of participants engaged and enrolled in FRCs</p> <p># of participants provided information and referral</p> <p># of parents/caregivers involved in Parent Leadership activities</p> <p># of participants attending Family events</p> <p># of community events held</p> <p># of workshops/classes held on the topics:</p> <ul style="list-style-type: none"> <li>Child/Youth Development</li> <li>Perinatal and Early Infancy</li> <li>Family Economic Success</li> </ul> <p># of participants in attendance of workshops/classes</p> <p># of parents/caregivers attend support groups</p> <p># of parents/caregivers receiving curriculum-based parent education</p> <p># of parents/caregivers receiving perinatal supports services</p> <p># of parent-child interaction groups</p> <p># of participants in parent-child interaction groups</p> <p># of participants attend School readiness &amp; Success classes</p> <p># of participants served through:</p> <ul style="list-style-type: none"> <li>Family Advocacy</li> <li>Intensive Case Management</li> <li>Barrier Removal and Basic Needs</li> </ul>	<p>Families develop/build/ gain knowledge and skills to build communities/ support systems.</p> <p>Families are knowledgeable about basic needs and how to navigate services.</p> <p>Families and agencies work together for community and cultural events and improvements.</p> <p>Parents/ caregivers confidently use effective parenting practices and problem-solving techniques as a child grows and develops.</p> <p>Parents/ caregivers and children/youth have secure relationships.</p> <p>Families have positive activities and places to meet that foster a sense of community and social connection and provide opportunities for family leadership.</p> <p>Parents/caregivers have capacity and strengths to influence their child's life.</p> <p>Children aged 0-17 participate alongside their parents and caregivers in groups, developmental and health screenings, or other early intervention services that promote children's social, emotional, and literacy development.</p> <p>Parents/ caregivers are actively involved in their child's early learning and academic success.</p> <p>Parents/ caregivers partner with schools and teachers.</p> <p>Families in/at risk obtain help when needed and develop long-term strategies.</p> <p>Families experience decreased maltreatment and entry into foster care.</p>	<p><b>Stress Mitigation</b> Parents/caregiver have the information, resources, and connections to peers and professionals to successfully raise their children in San Francisco.</p> <p><b>Self-Efficacy</b> Parents understand developmental milestones, believe they can influence their child's development, and use practices that promote milestone achievement.</p> <p><b>Responsive Relationships</b> Family members learn from one another and have nurturing, supportive relationships inside and outside family resource centers.</p> <p><b>School Readiness &amp; Success</b> Children enter kindergarten with the cognitive, social/emotional, and physical skills that support school success.</p>	<p>All San Francisco children enjoy a solid foundation to support future success.</p>
<p><b>Additional Context:</b></p> <ul style="list-style-type: none"> <li>In San Francisco, there is a high cost of living, lack of affordable housing, and difficulty meeting basic needs for target populations.</li> <li>Black, Latino, Pacific Islander, and Indigenous children face persistent inequities in health, social, and cognitive skills that support school success.</li> <li>The COVID pandemic changed a subset of services provided by FRCs. <ul style="list-style-type: none"> <li>Basic needs services have become more essential for families served by FRCs</li> <li>There has been an expansion of services provided remotely in addition to in person such as workshops, support groups, parent leadership, and parent education classes.</li> </ul> </li> </ul>			<p><b>Assumptions</b></p> <ul style="list-style-type: none"> <li>The strategy of the FRC initiative is the combination of services for the individual parent/caregiver and child to create long-term positive impact for the family as a whole.</li> <li>A family may access one or more of the services from the FRCs, although may not have a touch point with every service/activity.</li> <li>FRCs need to have a core set of services/activities to be funded by DEC, which are all indicated on this Logic Model.</li> <li>FRCs may conduct activities outside of what is indicated above.</li> </ul>		

**FAMILY RESOURCE CENTER INITIATIVE: THEORY OF CHANGE  
FY25-FY29**

**QUALITY VALUES**

**Racial Equity**  
 Universal Access  
 Collaboration with Community  
 Continuous Learning & Improvement  
 Transparency

**CONTEXTUAL FACTORS**

**Strengths**  
 Braided funding aligned with city departments – DCYF, HSA  
 Strong network of CBOs willing to partner  
 Diversity, strength & resiliency of families and communities

**Challenges**  
 In San Francisco, there is a high cost of living, lack of affordable housing, and difficulty meeting basic needs for target populations

Black, Latino, Pacific Islander, and Indigenous children face persistent health inequities in health, social, and cognitive skills that support school success

The COVID pandemic changed a subset of services provided by FRCs

**JOINT FUNDER INTERVENTION STRATEGIES**

**STRONG, EFFECTIVE, CULTURALLY RESPONSIVE PROGRAM DESIGN**

**CAPACITY AND QUALITY PROGRAM SUPPORTS**

**LEADERSHIP POLICY ADVOCACY PARTNERSHIPS**

**Amplify parent voice and influence** in shaping policy and programs.

**Increase cultural responsiveness** of all early childhood development services

**Increase transparency** in communications and open access to information and services.

**SHORT-TERM PARTICIPANT OUTCOMES**

Families have positive activities and places to meet that foster a sense of community and social connection, and provide opportunities for family leadership

Families develop/build/gain knowledge and skills to build communities/support systems

Families and agencies work together for community and cultural events and improvements

Parents/ caregivers confidently use effective parenting practices and problem-solving techniques as a child grows and develops

Parents/ caregivers and children/youth have secure relationships

Parents/caregivers have capacity and strengths to influence their child's life

Children age 0-17 participate alongside their parents and caregivers in groups, developmental and health screenings, or other early intervention services that promote children's social, emotional, and literacy development

Parents/ caregivers are actively involved in their child's early learning and academic success

Parents/ caregivers partner with schools and teachers

Families are knowledgeable about basic needs and how to navigate services

Families in/at risk obtain help when needed and develop long-term strategies for family stability

Families experience decreased maltreatment and entry into foster care

**LONG-TERM PARTICIPANT OUTCOMES**

**Responsive Relationships**  
 Family members learn from one another and have nurturing, supportive relationships inside and outside

**Self-Efficacy**  
 Parents understand developmental milestones, believe they can influence their child's development, and use practices that promote milestone achievements

**School Readiness & Success**  
 Children enter kindergarten with the cognitive, social/emotional, and physical skills that support school success.

**Stress Mitigation**  
 Parents/caregivers have the information, resources, and connections to peers and professionals to successfully raise their children in San Francisco

**All San Francisco children enjoy a solid foundation to support future success**

## FRC Initiative Activities Guide

The following is meant to guide scope of work/activity planning for the FRC Initiative. Each Family Resource Center develops a Scope of Work in negotiation with DEC and with consideration to funding level, Early Childhood or School Age focus, neighborhood and populations served, and agency capacity. Items with asterisks are required elements for all FRCs.

<b>Service Cluster 1: Responsive Relationships: Family Engagement and Cross Sector Partnerships</b>		
<i>Family Engagement</i>	<i>Cross Sector and Referral Partnerships</i>	<i>Discretionary/Other Services</i>
Intake & Retention*	Partnership Development and Maintenance*	
Direct and Indirect Outreach and Engagement*	Coordinated Referral Processes	
Basic Information and Referral*	Co-location of Services	
FRC Collaborative Meetings		
<b>Participant Objectives:</b>	1a. Families are knowledgeable about basic needs and how to navigate services  1b. Families in/at risk obtain help when needed and develop long-term strategies for family stability	
<b>Annual Program Objectives</b>	<ul style="list-style-type: none"> <li>Engagement, enrollment, and retention of at least 15% new, unduplicated participants year over year.</li> <li>At least 50% of new, unduplicated participants are expected to enroll in 2 or more FRC services each year.</li> <li>At least 50% of enrolled participants will attend a minimum of 12 activity sessions in a year.</li> </ul>	

### **Family Engagement**

#### **Intake and Retention\***

*Intake\**: Includes procedures and policies for **welcoming** of new and returning families utilizing a culturally and linguistic responsive manner; ensuring participants are referred to all applicable services, and completion of intake paperwork/informed consent and the related data entry. In most cases, intakes are completed in person. *For FRC collaboratives*, care is taken to ensure a coordinated and smooth entry into services and participant access to all applicable FRC services across partner agencies.

*Retention\**: includes procedures for in-reach activities including distribution of FRC calendars and flyers to current, enrolled participants and follow up strategies for re-engaging families who stop attending activities without notice. Follow-up for families who leave an Essential Service without notice occurs within two weeks and should include, at minimum two phone calls and a letter. A home visit is also indicated if in any form of case management. FRCs retention practices are also expected to include scheduling of FRC activities and drop-in hours during times accessible to families.

All FRCs are expected, at a minimum, to be open at the following schedule:

General business hours of operation	Monday through Friday, 9-5
Walk-in/Drop-In hours for participants	Minimum 4 consecutive hours, 4 days per week, may be concurrent with afterhours or weekend hours
After hours	Agencies providing Enhanced Visitation: open to at least 7pm two days per week year round Agencies without Enhanced Visitation: open to at least 6pm two days per week year round
Weekend hours	Agencies providing Enhanced Visitation: at least 12 weekend hours year round Agencies without Enhanced Visitation: at least 8 weekend hours year round
FRC Closings: FRC must provide email and posted signage for participants, providers, as well as DEC staff regarding FRC schedule of open and closed days. Certain services, such as Enhanced Visitation may need to provide make-up sessions.	FRCs are permitted to be closed on all San Francisco, CA, and/or Federally observed holidays.  FRCs who wish to close for other reasons must provide written advance request to DEC program officer at least 3 months in advance. Notice shall include the rationale for the closure as well as the plan for providing support for families in need during the time of closure. In the case of closure due to emergency or natural disaster, FRC shall notify DEC program officer as soon as possible.

## Outreach and Engagement\*

***Direct Outreach\****: Direct outreach involves proactive, in-person efforts to invite and encourage new, non-enrolled families to access Family Resource Center offerings. This may include strategies such as: phone calls, door to door invites, peer referrals, attendance at external community and health fairs and other direct communication efforts. All FRCs focus outreach efforts to families who are isolated as a result of language, racial/cultural, geographic/transportation, economic, or other societal barriers. Outreach strategies are tailored to address the needs of families from a wide variety of backgrounds including single parents, fathers, foster or kin-care, teen parents, LGBTQ parents, homeless families, families living in public housing, couples, and others.

*For FRC collaboratives only*: Each individual member organization of an FRC collaborative outreaches for the FRC in addition to specific information about their own organization.

***Indirect Outreach\****: Indirect outreach involves development and dissemination of print-based or audio-visual materials to be distributed widely to increase awareness of the FRC presence in the community. Materials include flyers, newsletters (print or electronic), social media posts, and/or media ads/spots/programming.

## Basic Information and Referral\*

In response to a request for assistance usually via phone or drop-in visit, families are connected to services they need. This includes services offered internally by the FRC or externally by another



organization/service provider. Family Resource Centers make intentional efforts to ensure that families are ***connected to all available public benefits and city funded programs*** for which they may be eligible i.e. child care, after school programming, CalWORKS, CalFresh (food stamps), MediCal or other Health Insurance plans, etc. Families are referred to ***mental health services and counseling*** as needed. Additionally, families are encouraged to access all available economic self-sufficiency supports and strategies to help provide financially for their family. Agency is intentional in efforts to be informed on available resources and service providers. Information is gathered in a systemized log format.

## **FRC Collaboratives**

FRCs conducting business as a collaborative made up of a lead agency and subcontractors meet regularly to discuss, implement, and oversee administrative policies and procedures, service and care coordination, cross training of staff, and fiscal needs with the goal of supporting the intake, retention, and success of their participants in reaching FRC outcomes.

### **Cross-Sector and Referral Partnerships:**

**Partnership Development and Maintenance\***: FRCs build and maintain formal partnerships with one or more of the following city departments and/or community based agencies for the purpose of efficient and expedited processes for families, and especially for families who face systemic barriers due to their race, ethnicity, sexual orientation, gender, or disability:

1. City departments and current city-wide initiatives such as DPH, MOHCD, HSH, SFUSD, SF Public Libraries, Adult/Juvenile probation; Office of Economic and Workforce Development; SFPD; Park and Rec; HSA; and/or DCYF
2. Community Organizations mental or adult health clinics; SF/Marin Food bank and/or housing and tenants rights organizations
3. For Early Childhood and Intervention focused FRCs, Cross Sector partnerships center on entities serving pregnant people and those with children 0-3 years of age such as OB/GYNs, infant/toddler childcare sites, and pediatric clinics.
4. For School Readiness and Success focused FRCs, Cross Sector partnerships center on entities serving families of children 3-8 years of age such as pediatric clinics, preschools, transitional kindergartens, and elementary schools.

***Coordinated Referral Processes:*** Cross sector partnerships are intended to support coordinated referral processes and service provision between FRCs and these other sectors. It provides a means of ensuring regular opportunities for cross-training of and communication between all involved staff. Referral partnerships take into consideration each party's capacity for new participants as well as staff skills and expertise.

***Co-Located Services:*** These collaborative cross sector partnerships leverage services and coordinate programming for families and children. Collaborations and connections are often formed and hosted at the family resource center to address neighborhood or population issues and include such activities as:

- *Co-locating needed services from outside resources at the FRC*
- *Co-locating FRC staff at other community based organizations or city departments,*
- *Sharing resources,*
- *Regular, structured meetings among provider organizations*

<b>Service Cluster 2: Parent Leadership and Community Connections</b>		
<i>Internal Facing Community Connections</i>	<i>External/Outward Facing Community Connections</i>	<i>Discretionary/Other Services</i>
Parent Leadership: Parent Advisory Committees*, DEC Parent Engagement/Focus Group, Parent Volunteers, and Parent Leadership Development	Community Events*, including Week of the Young Child Activities	Physical Fitness Activities
Family Events and Field Trips	Workshops and Classes	
<b>Participant Objectives:</b>	3a. Families have positive activities and places to meet that foster a sense of community and social connection, and provide opportunities for family leadership 3b. Families develop/build/ gain knowledge and skills to build communities/ support systems 3c. Families and agencies work together for community and cultural events and improvements 4c. Parents/ caregivers partner with schools and teachers	
<b>Annual Program Objectives:</b>	<ul style="list-style-type: none"> <li>• 5% of enrolled FRC parents are involved in at least 1 parent leadership activity for at least 3 sessions</li> <li>• Program offers community wide events at least twice per year</li> </ul>	

**Internal Facing Community Connections**

**Parent Leadership**

FRCs host one or more Parent Leadership activities at least monthly with at least 8-10 parents attending each group session.

Parent Advisory Council\*: A formalized and ongoing process to collect parent input on the design and implementation of the funded activities of the FRC. Parents should receive support to assist in their contribution to and the demonstration of appropriate leadership skills. FRCs make intentional efforts to engage a diversity parents who are representative of FRC participants’ socio-cultural and economic demographics to participate in the PAC. Parent Advisory Councils are separate from the agency’s Board of Directors. Parents develop and maintain a written group charter which contains agreements, term limits, and other guidelines for participation and scope of activities. PAC groups may meet remotely/hybrid or in-person as parents request. PAC meets at minimum quarterly.

DEC Parent Engagement/Focus Groups: time limited group(s) of parents centered on providing feedback and input on DEC funded activities (as requested by DEC)

Parent Volunteers: Parents may provide volunteer services to support the functioning of the family resource center. Parents may volunteer in groups or individually and are expected to receive appropriate levels of training and supervision for the role.

*Parent Leadership Development Activities:* An evidence based or informed series of workshops, classes or cafes which provide parents opportunities to learn, develop, and strengthen skills to become leaders in their FRC and/or school communities. Activities are conducted by practitioners trained and certified in the curriculum, as applicable. Examples of curricula include Abriendo Puertas and Parent Cafes. Pending funding availability, a *Parent ACTION Grant* may be implemented as a parent leadership development activity.

### **FRC Family Events and Field Trips:**

*Family Events:* Smaller, fun, recreational or cultural in-person events for 50 or fewer participants held either on-site or in another location on a quarterly basis to enhance program accessibility. Events provide currently enrolled participants opportunity to increase their social networks and for FRC staff to strengthen relationships with families currently enrolled in the FRC. Such activities include Dinner and a Movie, Meet and Eats, Coffee/Tea hours, and celebrations open primarily to currently enrolled FRC participants and their families.

*Field Trips:* Provide child-centered opportunities to reduce barriers for enrolled families to participate in educational, need based, or cultural activities in the immediate SF Bay Area (generally, field trips should be accessible by MUNI, BART, SamTrans, Alameda County Transit and/or Golden Gate Transit). Field trips complement and enhance FRC Services and must be pre-approved by DEC. Field trip participants arrive and leave together. Such activities include field trips to the annual SFUSD enrollment fair, SF public libraries, children’s museums, and park and rec centers. Field trips to paid sporting events/games and amusement parks are not permitted. Does not include field trips as part of the Parent ACTION grant.

### **External/Outward Facing Community Connections**

#### **Community Events**

*Community events\*:* are **fun, recreational and/or cultural** in-person events **hosted/led by the FRC** at least once per year **that provide an opportunity for FRC staff to meet and engage with** large numbers of **new families not currently enrolled in the FRC**. Such activities include **holding a large holiday party for neighborhood residents or hosting a parents’ health and wellness fair advertised to the general public**. Each FRC holds at least one community event each Fall and Spring. At least one community event will be in celebration of the *Week of the Young Child*. Each first week of April, all FRCs designate at least one special family and/or child activity in celebration of the WOTYC. The activities may be new activities or may be existing groups held in a different or more celebratory manner

#### **Workshops and Classes**

Structured, stand-alone, or series of sessions that provide information on a variety of topics promoting parental and life competencies. On-going classes may consist of instructional sessions designed to enhance a participant’s skill or knowledge base in a particular area and are taught by FRC staff or other experts in the identified area. Workshops are held on-site, remotely/hybrid, or in offsite locations to enhance program accessibility and topics are developed with consideration to cultural practices, language needs, parent input and requests. Each workshop is typically attended by 8-10 or more participants.

FRCs provide workshops to participants at a collocated or FRC site as a standalone service and/or to participants in other FRC groups (such as support groups or playgroups). FRCs may choose from any of the following topics for

their workshops:

*Child/Youth Development:* Information for families on children's emotional, physical, or social development. Topics may include but are not limited to: Learning and developmental disabilities; Talking to children or youth about gender/sexual identity or reproductive health; Understanding Ages and Stages; and Impact of Violence on Children.

*Family Economic Success:* Information for families to support family economic self-sufficiency and reduce disparities in economic health and wellbeing. Topics may include but are not limited to: Enrollment in public benefits such as CalWORKS or CalFRESH; Financial Management; Informational Sessions on vocational training or college opportunities; Resume building workshops.

*Oral Health:* Information for families on how to care for infant and children's teeth, including the importance of dental examinations, proper toothbrushing technique, and other aspects of oral hygiene.

*Health and wellness:* Information for families on the importance of good health and hygiene practices throughout childhood. Topics may include, but are not limited to: family nutrition, childhood vaccinations, and illness and injury prevention.

*Perinatal and Early Infancy:* Information for prospective, expecting and/or parents of infants on perinatal health and well-being including topics such as reproductive health and family planning; perinatal physical and emotional well-being including information about prenatal care, labor and delivery, and/or perinatal depression and anxiety; breastfeeding and infant nutrition; infant care and safety including vaccinations, child-proofing, safe sleep practices and SIDS prevention. Special emphasis placed on the needs of populations with high rates of maternal and/or infant mortality.

### **Discretionary/Other Services**

*Physical Fitness Activities:* Provide opportunities for parents/caregivers and their children to learn about and experience the benefits of physical fitness through such activities as swimming, yoga, Zumba, urban hikes, and gardening. Fitness activities must be led by qualified, trained practitioners and FRC must have insurance policies which cover these types of activities. A parent leader without formal training, but who has experience or interest in a particular activity, may co-lead under the direct supervision of the trained practitioner. Fitness classes are not a substitute for support groups; they may be used as an add-on component to engage families or to help participants practice healthy ways of releasing emotions raised in groups.

<b>Section 3: Self-Efficacy and School Readiness: Parent Caregiver Capacity and School Readiness and Success Activities</b>		
<b>Parent/Caregiver Capacity Building</b>	<b><i>School Readiness and Success</i></b>	<b><i>Discretionary/Other Services</i></b>
Curriculum Based Parent Education (CBPE)*	Parent Classes in School Readiness and Success* and Educational Supports*	Respite
Perinatal Supports	Health and Developmental Screenings	
	Drop in Child Watch or Child Development Groups	
<b>Participant Objectives:</b>	<p>1c. Families experience decreased maltreatment and entry into foster care</p> <p>2a. Parents/ caregivers confidently use effective parenting practices and problem-solving techniques as a child grows</p> <p>2b. Parents/ caregivers and children/youth have secure relationships</p> <p>2c. Parents/caregivers have capacity and strengths to influence their child’s life</p> <p>3a. Families have positive activities and places to meet that foster a sense of community and social connection, and provide opportunities for family leadership</p> <p>3b. Families develop/build/ gain knowledge and skills to build communities/ support systems</p> <p>4a. Children age 0-17 participate alongside their parents and caregivers in groups, developmental and health screenings, or other early intervention services that promote children’s social, emotional, and literacy development</p> <p>4b. Parents/ caregivers are actively involved in their child’s early learning and academic success</p>	
<b>Annual Program Objectives:</b>	<ul style="list-style-type: none"> <li>• At least 30% of enrolled FRC participants attend at least 6 sessions in one or more activities in Parent/Caregiver Capacity building activities</li> <li>• At least 75% of enrolled CBPE participants complete/graduate</li> </ul>	

**Parent Caregiver Capacity Building**

**Parent/Peer Support Groups**

Whether Peer-led or Staff-facilitated, FRCs conduct culturally and linguistically responsive support groups targeted to one or more of the following: parents with a common cultural, social, language, or other such affinity (e.g. Black Mothers Group, Spanish-speaking Fathers Group); parents of newborns/young children; mothers; fathers; parents of elementary age children; grandparents/kin-caregivers; single parents; pregnant parents; parents of tweens/teenagers; and others as parent request/needs arise. Support groups are held frequently and consistently at either on-site or in another consistent location to enhance program

accessibility and to encourage parents to develop a close-knit social circle. New and unduplicated participants are added minimally each quarter for on-going groups and at start of each cycle for closed groups.

***Peer-led Support Group:*** An on-going peer-led group that provides parents and caregivers opportunity to support each other and to share information/advice or problem-solving strategies relating to parenting experiences. Frequently groups are formed by individuals sharing a demographic or experiential characteristic. Peer leaders should be members of the group who have regularly attended the group as a participant. FRC staff are available on site while group is in session and provide immediate and regular assistance, leadership development, and supervision to parent leaders and as needed to participants. Peer led groups meet at least monthly and have at minimum 6-8 participants at any one time. Peer led groups may be held remotely or in person. Remote support groups must offer in-person opportunities.

***Staff facilitated Support Group:*** These groups are **staff-led and formally structured on-going or time limited, closed groups that provide guided discussion and problem solving about shared parenting experiences. Staff led groups are trauma informed/healing centered and focus on one or more of the Five Protective Factors, material covered in Curriculum Based Parent Education, and/or emotional health and wellness. Staff led support groups are held in person only at least monthly and have a minimum 6-8 parents at any one time.**

## **Curriculum-Based Parent Education**

***Curriculum-based parent education (CBPE)*** provides a minimum of 8 sequential learning sessions of a minimum 1.5-hour duration per session for a core group parents and caregivers. Minimum participation standards are set for families that are considered graduated from the curriculum and participants complete a pre- and post- assessment to evaluate changes in parenting practices. Programs will be expected to provide evidenced based, evidenced informed and/or culturally appropriate promising practices curriculum in these series.

Evidence-Based / Informed Parent Education Curriculum is structured research based educational sessions provided in groups or in individual sessions. Evidence-based programs frequently require staff to attend training and for implementation of the curriculum to be monitored by the curriculum vendor. Some examples include Triple P, 123 Magic, Partners in Parent Education (PIPE) and Incredible Years, and/or other curricula approved through the Family First Prevention Services Act (FFPSA). Curricula may be age specific (e.g. parents of children 2-12 or 13-17) and/ or may target parents from particular cultural or language affinity groups.

Each FRC will offer at least 1 city-wide fully remote CBPE group in each of the primary languages contracted for (typically English, Spanish, and Chinese) to a minimum of 12 participants per group. Each FRC will offer at least one other in-person CBPE group for each of its contracted languages to a minimum of 8 participants each year.

## **Perinatal Supports**

Activities may include group or individual childbirth preparation classes; linkage and referral to prenatal or pediatric care; lactation counseling or infant feeding support; and/or new parent home visiting activities. All perinatal supports are conducted by appropriately certified or trained staff or contractors such as certified childbirth educators, lactation

educators and counselors, nurses, etc. Perinatal supports are culturally and linguistically targeted to engage populations which experience high rates of maternal or infant mortality and/or disparities in rates of breast/chestfeeding. Perinatal supports may either be in-person or remote depending on the service and as negotiated. FRCs offer perinatal support activities at least once per week.

## **School Readiness and Success**

### **Educational Supports**

Activities may include workshops and groups on parent-school engagement, leadership and partnership; Early Literacy Classes and Groups for 4-5 year olds and/or their parents; Parent-Child STEAM classes; Educational Navigation; Collocation at schools, etc. All educational supports are conducted by appropriately certified or trained staff or contractors such as early childhood educators, peer-parents who have navigated educational challenges, and others. Educational supports are culturally and linguistically targeted to engage populations which experience high rates of disparities in school readiness and success. Educational supports may either be in-person or remote depending on the service and as negotiated. FRCs offer educational support activities at least once per week.

### **Parent and Infant/Child Groups**

Parent/caregivers engage with their children and youth in developmentally, culturally, and language appropriate in-person activities utilizing a structured curriculum approved by DEC. The curriculum may be either an agency developed curricula or one developed by a curriculum vendor. The curricula must include age-appropriate activities, materials, and equipment which are utilized to support school readiness and success and encourage parent-child bonding. PCI groups may be closely linked with parent education activities to encourage practice of parenting skills taught. Collaboration with the San Francisco Public Library is strongly encouraged.

*Infant (0-18 months; other age groupings within this range may be considered):* Activities and the physical environment encourage and strengthen Infant-Parent bonding; parental caregiving capacity; and provide staff an opportunity to support parents with post-natal or post-adoptive depression and/or feeding and sleeping concerns. Infant massage may be taught by trained practitioners. Referrals for lactation or infant-feeding support, mental health consultation, childcare, developmental assessments, healthcare, and/or basic needs should be available. Infant PCI groups are held at least twice monthly and have a minimum of 6 infant-parent dyads in each session.

*Toddler/preschool (18 months – 5 years; other age groupings within this range may be considered):* Activities and the physical environment encourage parent support of children's early literacy, pre-math, and social-emotional skill development. Early Literacy Activities build pre-literacy skills – print motivation, vocabulary, phonological awareness, letter knowledge, print awareness and narrative skills. Referrals for preschool and school enrollment, nutrition support, mental health consultation, developmental assessments, healthcare, and/or basic needs should be available. Toddler/preschool PCI groups are held at least weekly and each session has a minimum of 8 child-parent dyads.

*Young School age PCI:* developmentally appropriate activities for parents to engage with their children ages 4-10 years old that increase skill development in literacy and/or Science, Technology, Engineering, Art, or Math (STEAM) skills. Referrals for academic supports, out-of-school time providers, and basic needs should be available. Young School age PCI are held at least monthly and each session has a minimum of 8 child-parent dyads.

## **Health and Developmental Supports for Young Children and their Parents/Caregivers**

*ASQ-3 and ASQ-SE:* Appropriately trained staff will utilize developmental screening tools – such as Ages and Stages-3 and Ages and Stages - Social/Emotional either on paper or via a computer/app-based program such as Sparkler. FRCs are expected to recruit and periodically screen children from targeted population groups experiencing disparities in school readiness and success for identification of potential developmental delays. FRCs will then link children identified with concerns to available services and follow up with families within 30 days of referral to ensure successful linkage. Where appropriate, a referral to the FRC supporting families with children with disabilities should be made. Developmental screening is done in-person; follow up sessions may be held remotely at parent request. ASQ-3 and/or ASQ-SE must be offered to all age eligible children enrolled in a parent and infant/child interactive group and/or whose parent is enrolled in Differential Response.

*Other health and developmental screening tools:* Other screening tools to be utilized as specified in scope may include tools such as Keys to Interactive Parenting Scale (KIPS), DRDP, DASS, ECBI, postpartum depression, and/or Oral Health Screenings.

### **Drop In Child Watch**

*Child watch* is provided for children in support of parents participating in other activities at the FRC. Activities are designed to support the school readiness and success of infant/toddlers, preschool aged children, and/or school aged children which may suggest separate programming for each age group. Drop in child watch happens concurrently with parent-focused programming as it is designed to enable parents to attend parent-focused groups in the FRC. It is a required component of support for Curriculum Based Parent Education classes.

### **Parent Classes or Groups in Promoting School Readiness and Success**

*Classes and groups which provide information and supports for families to reduce disparities in school readiness and success.* Topics may include but are not limited to: Enrollment in the Public School and/or Early Learning Systems, Understanding Key Transitions to Kindergarten, Middle School, High School, and Higher Education; Navigating critical school Issues such as school placement, attendance and access/adherence to academic interventions such as the IEP.

### *Discretionary Services*

*Respite Care:* A childcare space where parents can leave their children to receive care while they are handling personal issues, or simply for time away from their children during periods of stress or other personal turmoil.

*Child Development Groups:* Curriculum based in-person group series for children which focus on one or more of the following areas: social-emotional development, early literacy, literacy, and school success. Groups must be age stratified and children must register to attend the full series. Child development groups often incorporate a pre- and post- assessment of child's progress using the ASQ-3 or other tool. Parents are provided opportunities to learn how to support their children in practicing the skills covered in the group and are provided with feedback about how their children are doing in the group. Groups are facilitated by a mental health specialist, masters-level social workers, or other highly trained practitioners with experience and training in ECE, social-emotional development, or youth development. Child development groups may be held concurrently with adult programming, but are not the same as Child Watch. Child development groups are often targeted towards children who are identified as needing additional developmental supports



to be ready for kindergarten or to be successful in school. Such groups do not take the place of formal preschool enrollment and where appropriate in strong partnership with related city agencies, schools, and/or other CBOs.

**Section 4: Stress Mitigation: Formal supports for individual families and those at risk for system involvement**

<i>Formal Individual Supports</i>	<i>Services for parents involved with child welfare or other systems</i>	<i>Discretionary</i>
<u>Family Advocacy</u>	Differential Response	Individual/Family/Group Counseling/Therapy
<u>Intensive Case Management</u>	Enhanced Visitation	
MAA and CalAIM Services	FFPSA- Access Point and Navigation	
<u>Barrier Removal and Basic Needs</u>	Child and Family Team Meetings	
Participant Outcomes	1a. Families are knowledgeable about basic needs and how to navigate services 1b. Families in/at risk obtain help when needed and develop long-term strategies for family stability 1c. Families experience decreased maltreatment and entry into foster care	
Program Objectives:	<ul style="list-style-type: none"> <li>• At least 75% of enrolled Parents report that their basic needs are being well-addressed through barrier removal, access to or referral to basic needs and/or services</li> <li>• At least 70% of referred HSA participants attend at least 6 sessions in that service</li> <li>• At least 80% of case management and DR participants complete an initial assessment as demonstrated by CMS</li> <li>• At least 50% of enrolled DR and case management participants complete both an initial assessment and a 3-month follow up re-assessment</li> </ul>	

**Formal Individual Supports**

**Family Advocacy**

*Family Advocacy* includes providing staff support to remove institutional and other barriers preventing families from linking to and accessing available services and resources. FRC services may include providing information, making phone calls, translation, and/or accompanying a family member to medical, legal or other essential appointments. *DR includes assessment.* Family Advocacy meet with staff for at least monthly for at least 3 months. Intake sessions are done in person and remaining sessions may be done remotely via telephone or video conferencing, in the FRC office, or in the family’s home or in another community site.

**Intensive Case Management**

*ICM*: Formal intake, needs assessment, and facilitated service planning process to assist families in developing a plan of action to address concerns impacting child development, health related issues, and/or family functioning. Presenting issues to be addressed may include: child safety, family functioning/relationships, parenting, health, mental health, substance abuse, and/or well-being. Consistent monitoring is provided to review progress towards service plan identified goals and desired outcomes. Families with an open- CPS case are ineligible for FRC case management services, unless the CPS case will be closed within three months.

Case management for families of preschool or school age children should include advocacy and assistance in navigating critical school issues such as school enrollment, attendance and access to academic interventions. All families in case management are assessed for Family Economic Self Sufficiency needs in the areas of employment, household budgeting, health insurance, and other financial management concerns. Case managers provide referrals as needed to vocational training, ESL classes, and other related resources. Linkage with public agency self-sufficiency programs such as CalWORKS, CalFresh (food stamps), and WIC should be offered whenever appropriate. Enrolled families meet with their case manager at least twice a month for at least three months. Face to face, in-person contact required for intake and assessment sessions. Case management visits are often conducted in the family home or in other off-site community based locations or remotely via telephone or video conferencing to maximize access to this service.

### **MAA and CalAIM Services:**

Select FRCs may offer one or more of the following services, pending funding availability:

*MAA Advocacy*: Each participating FRC's participants are asked about their family's health insurance enrollment (Medi-Cal, Healthy Kids, Covered California, private), participation in a medical and dental home, and barriers to accessing insurance or medical care. When needed, FRC staff will provide linkage to such services and provide barrier removal services to support access to medical care. Service must be conducted with regard to MAA requirements.

*CalAIM Case Management*: Participating FRCs will provide case management services to Medi-Cal enrolled families referred from DPH or other health clinics for the purpose of removing barriers to participant's achieving their health and wellbeing goals. Service must be conducted with regard to CalAIM requirements.

### **Barrier Removal and Basic Needs**

All basic needs services are dependent on resources available and are as negotiated. FRCs must follow DEC fiscal guidelines for all basic needs and barrier removal services. FRCs should inform participants of any implications to participants taxes or public benefits eligibility through their receipt of these services.

*Barrier Removal*: FRC enrolled families experiencing economic hardship are provided as needed and as resources allow with goods, concrete household items, and/or emergency funds in amounts valued greater than \$100 and which are not otherwise available through other sources, in order to remove barriers to meet their basic living needs. Scholarships to fee-based FRC services are not considered barrier removal. Barrier removal services require families to have a complete intake and be enrolled in one or more services in section 3 and/or 4. FRCs must receive prior DEC written authorization for barrier removals exceeding \$501.00 in cumulative value.

## **Basic Needs**

*Food, Diaper, Hygiene Distribution:* All FRCs maintain food and diaper closets for as needed emergency food and diaper needs of families regardless of enrollment status. All FRCs provide referral and linkage to food and diaper pantries for families in need of access to longer-term basic needs. FRCs may also offer hygiene, clothing, or other basic needs items with minimal resale value.

*Food and diaper pantries:* Food and diaper pantries are standalone food or diaper distributions that serve greater than 100 people (food) or 10 people (diapers) in a single day/session. FRCs who operate a community food or diaper pantry must be doing so in partnership with a city wide food or diaper distribution system (ie food bank, HSA diaper bank) and must be able to leverage other funding and/or volunteers for this service to be approved use of FRC staff time and resources.

## **Child Welfare and Systems Involved Services**

Agencies work in partnership by communicating and connecting with child welfare department staff to (1) support families referred by or involved with child welfare services, (2) serving as a family advocate and resource in child welfare family conferencing and (3) providing space, supervision and support for families whose children have been removed from the home, depending upon the specific child welfare needs of the community. Referrals from the Child Welfare Department generally inform the type and volume of services needed.

*Differential Response (DR)* Provision of Differential Response Services requires referrals from SF Family & Children's Services. Differential Response is a *home-based* service which includes contacting and visiting families with children who have been assessed by the CPS hotline and have been determined to have no or mitigated safety threats. FRC will then work to engage family in voluntary services appropriate to meet their needs; family may benefit from DR family advocacy or case management services. FRCs must follow all procedures as outlined in the DR Procedure Manual and must participate in HSA sponsored workgroups, RED Teams, professional development, quality assurance, and evaluation activities. Families are expected to participate at least twice per month for a minimum of 3 months and a maximum of 9 months.

*Enhanced Visitation* Requires referrals from SF Family & Children's Services. Intended for Child Welfare involved families who are seeking reunification (time-limited and/or court ordered), this service is designed to support and expand the availability of neighborhood-based locations where family visits can occur. Visitation services are in-person and flexible visiting hours including evenings and weekends must be offered year round (see also: section 1). FRCs must follow all procedures as outlined in the EV Procedure Manual and must participate in HSA sponsored workgroups, professional development, quality assurance, and evaluation activities.

Successful implementation provides:

1. On-site space for child visitation, including extended hours and weekend hours
2. Staffing for supervision and observation of each visit and provide a written report of each visit to the Child Welfare Worker who referred the family
3. A qualified individual trained in parent-child observation techniques to provide one-on-one coaching, interventions and support as needed for participating families.
4. EV supervisors may be asked to attend on-going Child and Family Team Meetings to be informed about the case status as well as to inform the family's social work team about progress in visitation.

### **FFPSA Access Point and Navigation Services**

Selected FRCs may provide Access Point and/or Navigation Services as part of the City's Family First Prevention Services Act activities. Participating FRCs must follow all procedures as directed by HSA and must participate in HSA sponsored workgroups, professional development, quality assurance, and evaluation activities.

### **Child and Family Team Meetings**

*Requires referrals from SF Family & Children's Services (FCS).* For FCS families who have been either separated or at-risk of being separated from their children for child abuse and neglect, this service is designed to provide support for birth parents by assisting parent(s) in understanding the departmental process, the department's concerns related to safety and risk and/or in voicing questions and concerns during the meeting. Other support may include sharing awareness of available resources and services in the parents' community. FRCs will provide a staff representative to attend the meetings at HSA office or in the community and who will be available as a liaison between FCS and the FRC for purposes of on-going care coordination.

### ***Discretionary Services***

#### **Mental Health Services: Counseling/Therapy**

This is a required service for select neighborhood or population FRCs. Supportive individual, group, and/or family therapy sessions in pursuit of improved family functioning. Activity to be delivered by a trained master's level clinician or intern with appropriate supervision and case consultation. Often offered in conjunction with case management support. Counseling/therapy may be offered remotely via HIPAA compliant telehealth services or in person.

<b>Section 5: Staff Development and Training</b>	<b>Funding Level: All</b>	
<i>Consultation and Service Supports</i>	<i>Staff Training</i>	<i>Staff Performance</i>
Early Childhood Mental Health	Orientation	Performance Evaluation
Public Health Nurses	Service/Skill Specific Training	Supervision
Coaching/Peer Group Learning (TBD)	Competency development	
Clinical/case consultation		

All FRC staff participate in regular and on-going staff development and training opportunities. FRC leadership gathers and shares information regarding staff training and coaching needs to funders.

### **Consultation and Service Supports**

*Examples of service supports for the funding cycle may include:*

- Early Childhood Mental Health Consultation**
- Public Health Nurses**
- Peer Group Learning Clinical/Case consultation**

All practitioners responsible for support groups, family advocacy, case management, counseling, and/or child-welfare involved services should have access to FRC-provided regular and frequent group and/or individual clinical or case consultation/supervision to ensure quality of service and evaluate participant outcomes.

### **Staff Training**

#### **Orientation**

In addition to the particulars of the service activities, all new FRC staff receive orientation in the following areas, as applicable: early literacy, protective factors, and/or other information as applicable.

#### **Skill Specific and Competency development**

All FRC staff are expected to participate in on-going training in areas related to their assigned position including but not limited to: Triple P accreditation and/or training in other parent education curricula, child welfare practices, reflective supervision/supervision skills, cultural competency, National Standards of Quality in Family Strengthening and Support, and/or other skills as needed.

All FRC staff are expected to participate in on-going training in competencies needed for family support including components of the Wisconsin Core Competencies in Family Support, Standards of Quality in Family Strengthening and Support, the Protective Factors, etc.

**Staff Performance**  
**Performance Evaluation**

All staff have written annual performance evaluations which include opportunities for supervisor and his/her staff to engage in a reflective process which:

- discusses the employee's strengths and accomplishments,
- provides constructive feedback on the quality of employee's work,
- develops goals related to the work as well as staff development needs
- provides the employee opportunity to provide feedback to the FRC about the employee's work environment/experience, including supervision strengths and needs

**Supervision**

All FRC staff have regular and frequent individual supervision which uses a reflective process to discuss employee performance, training needs, and opportunities for growth and promotion.

**APPENDIX 4**  
**San Francisco Department of Early Childhood**  
**Request for Grant Application #DEC24-1 for Early Intervention and Specialized**  
**Services System of Care (EISSSC)**

**Informational Resources for Proposers**

These resources are provided for applicant information and optional use.

1. SF Department of Early Childhood Family Resource Center Information Page:  
<https://sfdec.org/family-resource-centers/>
2. Family Support Principles and information about FRCs and Child Abuse Prevention:  
<https://www.childwelfare.gov/topics/preventing/prevention-programs/familyresource/>
3. Motivational Interviewing:  
<https://motivationalinterviewing.org/understanding-motivational-interviewing>
4. National Standards of Quality for Family Strengthening and Support:  
<https://www.nationalfamilysupportnetwork.org/standards-of-quality>
5. The Protective Factors Framework:  
<https://cssp.org/our-work/projects/protective-factors-framework/>
6. Wisconsin Core Competencies for Family Support Professionals:  
<https://preventionboard.wi.gov/Documents/Core%20Competencies%20for%20Family%20Support%20Professionals%202018.pdf>
7. National Care Coordination Standards for Children and Youth with Special Health Care Needs (CYSHCN)  
[https://eadn-wc03-8290287.nxedge.io/wp-content/uploads/2022/12/NASHP\\_CC-Forum-Proceedings\\_Brief\\_10-2022\\_v2.pdf](https://eadn-wc03-8290287.nxedge.io/wp-content/uploads/2022/12/NASHP_CC-Forum-Proceedings_Brief_10-2022_v2.pdf)
8. Help Me Grow National  
<https://helpmegrownational.org/hmg-system-model/>
9. Brain-Building Through Play from the Center on the Developing Child- Harvard University  
<https://developingchild.harvard.edu/resources/brainbuildingthroughplay/>
10. A Guide to Anti-Racist Data Collection for System Leaders and Data Administrators  
<https://cssp.org/wp-content/uploads/2021/09/Our-Identities-Ourselves-Guide-for-System-Administrators-FINAL.pdf>



**APPENDIX 5**  
**San Francisco Department of Early Childhood**  
**Request for Grant Application #DEC24-1 for Early Intervention and Specialized**  
**Services System of Care (EISSSC)**

**Application Program Narrative Instructions**

Proposers must submit via email an electronic PDF copy of the Application Packet to [DEC-EISS.RFGA@sfgov.org](mailto:DEC-EISS.RFGA@sfgov.org) by no later than **Friday, February 16, 2024, at 5:00 PM PST**. An Application Packet includes:

- a. Single PDF for Financials
- b. Single PDF for Application per selected Service Component(s)

**Note:** A proposer may submit as few as two PDF attachments (1 financial and 1 application) when applying for **one** service component and as many as five PDF attachments (1 financial and 4 applications) when applying for all **four** service components.

The PDF titles must include:

- The name of your agency
- The text: RFGA# DEC24-1
- The document title – Financial or Application
- The number of files submitted (i.e., 1 of X)

In a single email, the attached PDF titles must follow this format below as an example:

- ORGName.RFGA#DEC24-1.Financial.1of3.pdf
- ORGName.RFGA#DEC24-1.Application.2of3.pdf
- ORGName.RFGA#DEC24-1.Application.3of3.pdf

Email the documents to: [DEC-EISS-RFGA@sfgov.org](mailto:DEC-EISS-RFGA@sfgov.org)

The proposal must be received by 5:00 p.m. on **Friday, February 16, 2024**

Late submissions will not be considered. Supplemental documents or revisions after the deadline will not be accepted.

Proposals must be created using a word processing software (e.g. Microsoft Word, Corel WordPerfect, LibreOffice, Focus Writer, etc.), and the text should be unjustified (i.e., with a ragged-right margin) using a 12-point serif font (e.g.-Times New Roman, and not Arial), page margins should be at least 1” on all sides (excluding headers and footers), use 1.5 line spacing, and sections be within articulated page limits. Document footers should include sequential page numbers, agency name, and Service Component of the proposal (e.g., EI FRC, CAP, Developmental Play Group, etc.).

**Department staff will confirm receipt of all proposal submissions within one (1) business day after receipt of the application packet.**

**The Application Packet Consists of the following electronic files to be submitted:**

**I. In a single PDF titled in the format [Agency name.RFGA #DEC24-1.Financial.1ofX] combine the following:**

**NOTE: If applying for multiple Service Components, you may submit one single Financial PDF in your packet.**

- A. FORM A: Service Component Checklist (use the form provided in Section XI of RFGA)
- B. Contracts (both public and private) – up to 2 pages
  - Agencies should submit a statement listing relevant contracts with a description of the services that have been completed during the last three (3) years. The statement must also list any failure or refusal to complete a contract, including details and dates. Include any unresolved and/or outstanding findings from any program or fiscal/compliance visits done by the City. If there are no outstanding issues, provide a statement that your agency is in full compliance with program and fiscal monitoring. Provide disclosure of any litigation including Respondent, subcontracts, or any principal officers thereof in connection with any contract or grant.
- C. IRS Determination Letter of your Organization Type (i.e. 501(c)(3) status, corporation type, Joint Powers, Educational Institution, etc.)
- D. Most recent Audited Financial Statement / Report from either the most recent Fiscal Year or Calendar Year
- E. Agency Current Global Budget FY2023-2024

**II. In a Second single PDF titled in the format [Agency name.RFGA #DEC24-1.Application.1ofX] combine the following:**

**NOTE: If applying for multiple Service Components, you are required to have a separate Application PDF for each Service Component in the packet.**

- A. Table of Contents
  - Each Application 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.
- B. FORM B: Proposal Checklist
  - The proposal checklist indicates the completion of the required RFGA application components.

C. FORM C: RFGA Cover Page – (use the form provided in Section XI of RFGA)

- 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.

D. FORM D: Assurance of Minimum Qualifications Table

- Each application program narrative should include the appropriate Minimum Qualifications Table found on FORM D per service component.

E. FORM E: FY24 Budget & Narrative

- See Form E for detailed instructions.

F. FORM F: Application Program Narrative Questions

- Provide the requested information in a narrative format. Your response will be read and assessed by outside reviewers, so please be clear and concise in your answers. To make your proposal easier to read and assess, your narrative should follow the structure outlined in Form F.
- To maximize your page limits, you are welcome to delete the questions in your narrative but keep all the enumeration, section titles, and question titles that are in bold. Please answer all the questions and sub-questions listed clearly and concisely.
- Be sure to stay within the page limits listed for each section. All narrative sections must use Times New Roman 12pt font and 1.5 spacing (Word), except for the Budget & Narrative section.

G. Letters of Commitment from key partners/subcontractors receiving funding from this initiative

- Submit a short statement describing if you will not be in a committed partnership with key partners/subcontractors.

H. For each key direct program staff, include resumes and a brief job description: (Maximum of 10 pages; does not need to follow other RFGA format guidance)

- Organization chart of staffing configuration. If applicable, include partners/ consultants.

I. Letters of Reference from stakeholders, other CBOs, or relevant entities. (A maximum of 3 single page)

**CITY AND COUNTY OF SAN FRANCISCO**  
**<<INSERT NAME OF DEPARTMENT OR COMMISSION>>**

**GRANT AGREEMENT**

between

CITY AND COUNTY OF SAN FRANCISCO

and

**<<INSERT NAME OF GRANTEE IN ALL CAPS>>**

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**THIS GRANT AGREEMENT** (“Agreement”) is made as of **<<INSERT DATE>>**, in the City and County of San Francisco, State of California, by and between **<<INSERT NAME OF GRANTEE IN ALL CAPS >>** (“Grantee”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”) acting by and through **<<INSERT NAME OF DEPARTMENT OR COMMISSION >>** (“Department”),

**RECITALS**

**WHEREAS**, Grantee has applied to the Department for a **<<INSERT NAME OF GRANT, IF APPLICABLE>>** grant to fund the matters set forth in a grant plan; and summarized briefly as follows:

**<<INSERT SHORT DESCRIPTION OF PROJECT/ACTIVITY IN UNDERSCORED TEXT>>** ;  
and

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

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

**ARTICLE 1**  
**DEFINITIONS**

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

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

(b) “**Application Documents**” shall mean collectively: (i) the grant application submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents,

correspondence and other written materials submitted with respect to the grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.

- (c) “**Budget**” shall mean the budget attached hereto as part of Appendix B.
- (d) “**Charter**” shall mean the Charter of City.
- (e) “**Contractor**” shall have the meaning as “**Grantee**” if used in this Agreement, as certain City contracting requirements also apply to grants of the City of San Francisco.
- (f) “**Controller**” shall mean the Controller of City.
- (g) “**Eligible Expenses**” shall have the meaning set forth in Appendix A.
- (h) “**Event of Default**” shall have the meaning set forth in Section 11.1.
- (i) “**Fiscal Quarter**” shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.
- (j) “**Fiscal Year**” shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during which all or any portion of this Agreement is in effect.
- (k) “**Funding Request**” shall have the meaning set forth in Section 5.3(a).
- (l) “**Grant**” shall mean this Agreement.
- (m) “**Grant Funds**” shall mean any and all funds allocated or disbursed to Grantee under this Agreement.
- (n) “**Grant Plan**” shall have the meaning set forth in Appendix B.
- (o) “**Indemnified Parties**” shall mean: (i) City, including the Department and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.
- (p) “**Losses**” shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.
- (q) “**Publication**” shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other communication for public dissemination, which relates to all or any portion of the Grant Plan or is paid for in whole or in part using Grant Funds.

**1.2 Additional Terms.** The terms “as directed,” “as required” or “as permitted” and similar terms shall refer to the direction, requirement, or permission of the Department. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of the Department. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable to, or satisfactory to the Department. The terms “include,” “included” or

“including” and similar terms shall be deemed to be followed by the words “without limitation”. The use of the term “subcontractor,” “successor” or “assign” herein refers only to a subcontractor (“subgrantee”), successor or assign expressly permitted under Article 13.

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

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

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

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

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

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

**2.5 Maximum Costs.** Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee for services, materials, equipment or supplies provided by Grantee that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and not approved by a written amendment to this Agreement lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement that exceeds the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding which exceeds the maximum provided in

this Agreement which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

### ARTICLE 3 TERM

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

**3.2 Duration of Term.** The term of this Agreement shall commence on [INSERT START DATE] and expire on [INSERT EXPIRATION DATE], unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

### ARTICLE 4 IMPLEMENTATION OF GRANT PLAN

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

#### 4.2 Grantee's Personnel.

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

(b) **Grantor Vaccination Policy.**

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

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

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

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

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

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

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

**4.5 Publications and Work Product.**

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

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



material. Grantee shall not charge for the use or distribution of any Publication funded all or in part with the Grant Funds, without first obtaining City's written consent, which City may give or withhold in its sole discretion.

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

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

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

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

## ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

**5.1 Maximum Amount of Grant Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed <<INSERT DOLLAR AMOUNT>> Dollars (\$<<INSERT AMOUNT>>).

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

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

(a) Grantee shall submit to the Department for approval, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as

Appendix C. Any unapproved Funding Requests shall be returned by the Department to Grantee with a brief explanation why the Funding Request was rejected. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Department.

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

#### 5.4 State or Federal Funds

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

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

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

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

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

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

**6.4 Financial Statements.** Pursuant to San Francisco Administrative Code Section 67.32 and Controller requirements, if requested, within sixty (60) days following the end of each Fiscal Year, Grantee shall deliver to City an unaudited balance sheet and the related statement of income and cash flows for such Fiscal Year, all in reasonable detail acceptable to City, certified by an appropriate financial

officer of Grantee as accurately presenting the financial position of Grantee. If requested by City, Grantee shall also deliver to City, no later than one hundred twenty (120) days following the end of any Fiscal Year, an audited balance sheet and the related statement of income and cash flows for such Fiscal Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee.

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

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

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

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

## ARTICLE 7 TAXES

**7.1 Grantee to Pay All Taxes.** Grantee shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory

interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

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

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

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

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

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

## **ARTICLE 8 REPRESENTATIONS AND WARRANTIES**

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

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

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

**8.3 No Misstatements.** No document furnished or to be furnished by Grantee to City in connection with the Application Documents, this Agreement, any Funding Request or any other document relating to

any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

#### **8.4 Conflict of Interest.**

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

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

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

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

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

### **ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY**

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

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

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

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

## **ARTICLE 10 INSURANCE**

**The following types and amounts of insurance are those most commonly required in city contracts, but the Department of Early Childhood (DEC) will tailor the types and amounts of insurance based on the particular risks of each grantee's services. The department will work with each awarded agency and the City's Risk Manager to determine the appropriate levels of insurance.**

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

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

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual

Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage, and

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

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

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

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

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

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

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

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

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

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

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

**10.9 Worker's Compensation.** The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

## ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

**11.4 Remedies Nonexclusive.** Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at

law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

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

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

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

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

## **ARTICLE 13 ASSIGNMENTS AND SUBCONTRACTING**

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

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

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

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

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

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

#### **ARTICLE 14 INDEPENDENT CONTRACTOR STATUS**

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

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

#### **14.3 Consequences of Recharacterization.**

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

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

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

## ARTICLE 15 NOTICES AND OTHER COMMUNICATIONS

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

If to the Department or City: <<INSERT NAME OF DEPARTMENT>>  
<<INSERT ADDRESS>>  
San Francisco, CA <<INSERT ZIP CODE>>  
Attn: <<INSERT CONTACT NAME>>

If to Grantee: <<INSERT NAME OF GRANTEE>>  
<<INSERT ADDRESS>>  
San Francisco, CA <<INSERT ZIP CODE>>  
Attn: <<INSERT CONTACT NAME>>  
Facsimile No. <<INSERT FAX NO. IF FAX NOTICES  
DESIRED>>

Any notice of default must be sent by registered mail.

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

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

## ARTICLE 16 COMPLIANCE

**16.1 Reserved.**

**16.2 Nondiscrimination; Penalties.**

(a) **Grantee Shall Not Discriminate.** In the performance of this Agreement, Grantee agrees not to discriminate against any employee, City and County employee working with such grantee or subgrantee, applicant for employment with such grantee or subgrantee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity,

domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

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

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

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

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

### **16.3 Reserved.**

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

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

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

assessed shall be payable to City upon demand and may be offset against any monies due to Grantee from any contract with City.

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

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

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

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

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

this section. In the event Grantee violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement and any other agreements between Grantee and City, (ii) prohibit Grantee from bidding on or receiving any new City contract for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

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

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

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

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

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

#### **16.16 Consideration of Criminal History in Hiring and Employment Decisions.**

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

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

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

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

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

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

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



**16.20 Reserved.**

**16.21 Compliance with Other Laws.** 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.

**ARTICLE 17  
MISCELLANEOUS**

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

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

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

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

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

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

- Appendix A, Definition of Eligible Expenses
- Appendix B, Definition of Grant Plan
- Appendix C, Form of Funding Request
- Appendix D, Interests in Other City Contracts
- Appendix E, Permitted Subgrantees
- Appendix F Insurance Waiver **[IF NECESSARY ADD]**
- Appendix G State/Federal Funding Terms **[IF NECESSARY ADD]**

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

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

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

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

Section 4.3	Ownership of Results.	Article 12	Disclosure of Information and Documents
Section 6.4	Financial Statements.		
Section 6.5	Books and Records.	Section 13.4	Grantee Retains Responsibility.
Section 6.6	Inspection and Audit.		
Section 6.7	Submitting False Claims; Monetary Penalties	Section 14.3	Consequences of Recharacterization.
Article 7	Taxes	This Article 17	Miscellaneous
Article 8	Representations and Warranties		
Article 9	Indemnification and General Liability		
Section 10.4	Required Post-Expiration Coverage.		

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

**17.12 Dispute Resolution Procedure.** A Dispute Resolution Procedure is attached under the Appendix <<ENTER THE APPENDIX LETTER>> to address issues that have not been resolved administratively by other departmental remedies.

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

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

below, the person executing this agreement on behalf of Grantee acknowledges and agrees that he or she has read and understood this section.

SAMPLE

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

CITY

GRANTEE:

<<INSERT CITY DEPARTMENT OR COMMISSION IN ALL CAPS>>

<<INSERT NAME OF GRANTEE IN ALL CAPS>>

By: \_\_\_\_\_  
<<INSERT NAME OF SIGNATOR>>  
<<INSERT TITLE>>

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**Approved as to Form:**

Title: \_\_\_\_\_

David Chiu  
City Attorney

Federal Tax ID #: \_\_\_\_\_

City Supplier Number: \_\_\_\_\_

By: \_\_\_\_\_  
[name of Deputy City Attorney]  
Deputy City Attorney

➔ **In the footer, the page number should match the “of” number, such as “29 of 29.”**

**USE THIS APPENDIX ONLY IF THE SOURCE OF FUNDS FOR THIS GRANT IS FEDERAL OR STATE GRANT FUNDING. OTHERWISE, DELETE.**

**SAMPLE**