

**COMMERCIALLY SEXUALLY EXPLOITED CHILDREN
PLACEMENT AND SERVICES CONTINUUM MODEL IN THE BAY
AREA**

MEMORANDUM OF UNDERSTANDING

February 11, 2025

Between

**COUNTY OF MONTEREY
DEPARTMENT OF SOCIAL SERVICES**

And

**CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT ON THE STATUS OF WOMEN**

And

SENECA FAMILY OF AGENCIES

**MEMORANDUM OF UNDERSTANDING
(M.O.U.)**

I. DECLARATION

This agreement is entered into by and between the **COUNTY OF MONTEREY DEPARTMENT OF SOCIAL SERVICES** (“DSS”), the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (the “City”), acting by and through the Department on the Status of Women (“Department”), and **SENECA FAMILY OF AGENCIES** (“Placement Agency”) (jointly “Partners”), for the purpose of providing Commercially Sexually Exploited Children (“CSEC”) Placement and Services Continuum Model (the “Pilot Continuum”) to foster youth in Monterey County.

II. BACKGROUND

The California Department of Social Service’s (“CDSS”) awarded the Department a grant (“CDSS Grant”) to administer, coordinate, and fund the development and implementation of the Commercially Sexually Exploited Children (“CSEC”) Placement and Services Continuum Model (the “Pilot Continuum”) in the nine Bay Area counties. These services are being extended to include Monterey County.

The Pilot Continuum directly benefits youth who are at risk of, or have experienced, commercial sexual exploitation and their caregiver(s). The Pilot includes an emergency placement model, home-based placement model, and a short-term residential therapeutic program to increase placement stability and safety for youth in the program. A goal of the Pilot Continuum is to eventually implement the model across California. Partners are committed to ensuring the success of the Pilot Continuum, and the Pilot Continuum requires inter-county cooperation. Partners will work together to negotiate referrals, placement, and negotiation of funding rates with CDSS; share information regarding youth placements; and assist in the evaluation of the Pilot Continuum. Both CDSS and City require Partners enter into this agreement.

III. TERM

This agreement shall commence effective 2/11/2025 and remain in full force and effect through 12/31/2025, unless sooner terminated as provided herein. Either party may terminate this agreement by giving thirty (30) days’ written notice to the other party. This agreement is contingent upon available funding, and may be renewed or renegotiated upon mutual written consent of all parties.

Should SENECA FAMILY OF AGENCIES not be able to maintain in effect the insurance provisions required below beyond June 30, 2025, the agreement shall terminate effective June 30, 2025.

IV. SCOPE OF SERVICES

Partners agree to:

1. Ensure the Pilot Continuum benefits participating youth and their caregivers.
2. Focus on the youth's needs and not their exploitive experience.
3. Reflect a no-eject, no-reject policy, and exhaust all efforts before the removal of youth in the placement setting.
4. Commit to a program structure that is (1) grounded in harm reduction principles, (2) culturally relevant trauma-informed care, and (3) effective for statewide implementation.
5. Share information pertaining to individual youth as needed for the purpose of facilitating referrals and coordinating care for participating youth. Confidential information sharing shall only occur when the youth (and, where required by law, their legal representative) has provided a written informed release of information, or when otherwise authorized by existing law or policy. All such information sharing shall further comply with all applicable federal, state, and local laws and regulations, including but not limited to the federal Health Insurance Portability Information and Accountability Act of 1997 ("HIPAA"), California Welfare & Institutions Code section 10850, 45 CFR Sec. 205.50, and the California Department of Social Services' requirements for Confidential, Sensitive, and/or Personal Information and its Manual of Policies and Procedures, Chapter 19. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure.

Confidential information gained by DSS and Placement Agency from access to any such records, and from contact with its clients and complainants, shall be used by DSS and Placement Agency only in connection with its conduct of the Pilot Continuum. DSS and Placement Agency shall ensure such information remains confidential and may only be disclosed as permitted by law.

DSS and Placement Agency will not share confidential, identifiable information with Department.

6. Prepare and maintain all reports and records that may be required by federal, state or County of Monterey rules and regulations, and furnish such reports and records to County of Monterey, and to the state and federal governments, upon request.
7. Maintain and preserve all records related to this M.O.U. (and shall assure the maintenance of such records in the possession of any third party performing work related to this M.O.U.) for a period of five (5) years from the end date of this

agreement. Such records shall be retained beyond the five-year period until any pending litigation, claim, negotiation, audit exception, or other action involving this contract is resolved.

8. Once data sharing agreements have been executed, participate in the independent evaluation through UC Berkeley Human Rights Center as needed.

The Department agrees to:

1. Oversee the ongoing design, operation, and grant management of the Pilot Continuum over the course of the pilot's duration.
2. Provide fiscal responsibility for the provision of the Pilot Continuum service through their CDSS grant, including but not limited to distributing all funds related to the Pilot Continuum.
3. Coordinate with Pilot Continuum partners as needed, including but not limited to trainings and technical assistance.

DSS agrees to:

1. Provide fiscal responsibility of the care and supervision of the youth participants through Aid to Families with Dependent Children – Foster Care (AFDC-FC) funds. The rate of AFDC-FC funds that will be paid to the Placement Agency and caregiver is set by CDSS and adjusted annually in their schedule of rates. AFDC-FC funds shall not be used to cover costs of services related to the Pilot Continuum. The CDSS Grant for the Pilot Continuum shall cover the costs of services, such as Family & Me trainings, stipends for alternative caregivers, and discretionary funds for participating families.
2. As needed, coordinate with the Placement Agency to provide appropriate approvals for youth to stay with alternative caregivers for short and/or unannounced periods.
3. Quarterly point-in-time numerical data on active child welfare CSEC data in Monterey County, including but not limited to case components, type of placement, and demographics.
4. Participation in the Independent Evaluation once data sharing agreements have been executed.

Placement Agency agrees to:

1. Provide Foster Family Agency partnership to the home based care component – Family & Me (“FAM”) as outlined in the April 1, 2023 Grant Agreement with the City

and County of San Francisco, attached hereto as Appendix 1, including but not limited to:

- a. Facilitate appropriate referrals of youth and families for home-based care component model and services within Monterey County
- b. Identify alternative caregivers
- c. Facilitate approval process for caregivers
- d. Support all families in completing training up to the Intensive Services Foster Care (“ISFC”) level and including ongoing training requirements, with support from the Pilot Continuum partners and training resources
- e. Supervise the placement and care of youth in home-based care component model placements, include all legal and agency requirements
- f. Distribute stipends and discretionary funds to FAM families and submit documentation to the Department for reimbursement of approved FAM cost.

V. GENERAL PROVISIONS BETWEEN SENECA FAMILY OF AGENCIES AND THE COUNTY OF MONTEREY

A. INDEMNIFICATION

SENECA FAMILY OF AGENCIES shall indemnify, defend, and hold harmless the COUNTY OF MONTEREY, its officers, agents, employees, or subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by SENECA FAMILY OF AGENCIES and/or its officers, agents, employees, students, or subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of COUNTY OF MONTEREY and/or its officers, agents, employees and subcontractors. SENECA FAMILY OF AGENCIES shall reimburse the COUNTY OF MONTEREY for all costs, attorneys’ fees, expenses and liabilities incurred with respect to any litigation in which SENECA FAMILY OF AGENCIES is obligated to indemnify, defend and hold harmless the COUNTY OF MONTEREY under this Agreement.

The COUNTY OF MONTEREY, its officers, agents, employees, or subcontractors shall indemnify, defend, and hold harmless SENECA FAMILY OF AGENCIES from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by the COUNTY OF MONTEREY and/or its officers, agents, employees, or subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of SENECA FAMILY OF AGENCIES and/or its officers, agents, employees, students, and subcontractors. COUNTY OF MONTEREY shall reimburse SENECA FAMILY OF AGENCIES for all costs, attorneys’ fees, expenses and liabilities incurred with respect to any litigation in which COUNTY is obligated to indemnify, defend and hold harmless SENECA FAMILY OF AGENCIES under this Agreement.

B. INSURANCE PROVISIONS

Insurance Coverage Requirements: Without limiting SENECA FAMILY OF AGENCIES’

duty to indemnify SENECA FAMILY OF AGENCIES shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial **General Liability**, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000.00 (one million dollars) per occurrence; and

Comprehensive **Automobile Liability** covering all motor vehicles, including owned, leased, non-owned and hired vehicles, used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000.00 (one million dollars) per occurrence; and

Worker's Compensation Insurance: If SENECA FAMILY OF AGENCIES' employs others in the performance of this Agreement, SENECA FAMILY OF AGENCIES' shall maintain Worker's Compensation Insurance in accordance with California Labor Code Section 3700, and with a minimum of \$1,000,000.00 (one million dollars) per occurrence for employer's liability.

Professional Liability Insurance:

Instructions: Check YES or NO. Professional Liability Insurance is usually required for contractors rendering professional services such as, but not limited to, medical services, legal services, engineering, accounting, and software design.

- YES, Professional Liability Insurance is required, pursuant to the following terms:

SENECA FAMILY OF AGENCIES' shall maintain in effect throughout the term of this Agreement Professional Liability Insurance in the amount of not less than \$1,000,000 (one million dollars) per claim, and \$2,000,000 (two million dollars) in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If Professional Liability Insurance is written on a "claims-made" basis rather than an occurrence basis, the SENECA FAMILY OF AGENCIES' shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

- NO, Professional Liability Insurance is not required.

General Insurance Requirements: All insurance required by this Agreement shall be with a company acceptable to the COUNTY OF MONTEREY and authorized by law to transact insurance business in the State of California. Unless otherwise specified in this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an

occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date the SENECA FAMILY OF AGENCIES completes its performance of services under this Agreement. Each policy shall provide identical coverage for each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance showing each subcontractor has identical insurance coverage.

Comprehensive General Liability and Automobile Liability policies shall provide an endorsement naming the COUNTY OF MONTEREY, its officers, agents, and employees as Additional Insureds, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY OF MONTEREY, and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by SENECA FAMILY OF AGENCIES' insurance.

Prior to the execution of this Agreement by COUNTY OF MONTEREY and SENECA FAMILY OF AGENCIES shall file Certificates of Insurance with COUNTY OF MONTEREY'S Contract Administrator, showing that SENECA FAMILY OF AGENCIES have in effect the insurance required by this Agreement. SENECA FAMILY OF AGENCIES shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy, which would alter the information of the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

In the event SENECA FAMILY OF AGENCIES are lawfully self-insured in any or all of the required insurance areas referenced above, a letter certifying those areas of coverage and in the minimum amounts as set forth in this Agreement, shall be furnished by SENECA FAMILY OF AGENCIES to COUNTY OF MONTEREY'S Contract Administrator prior to the execution of this Agreement.

Cancellation of Insurance: Each liability policy shall provide that COUNTY OF MONTEREY will be given notice in writing at least thirty (30) days in advance of any change, cancellation, or non-renewal thereof. SENECA FAMILY OF AGENCIES shall immediately obtain replacement coverage for any insurance policy that is terminated, cancelled, non-renewed, or whose policy limits have been exhausted, or upon insolvency of the insurer that issued the policy.

VI. NOTICE

Notice to the parties in connection with this agreement shall be given personally or by regular mail addressed as follows:

If to DSS:

Chelsea Chacon, Management Analyst III
Department of Social Services
1000 South Main Street, Suite 206
Salinas, CA 93901-2353

If to the Department or City: Nazneen Rydhan-Foster
Department on the Status of Women
25 Van Ness Avenue, Ste 240
San Francisco, CA 94102
naz.rydhan-foster@sfgov.org

If to Placement Agency: Karissa Lockhart
Seneca Family of Agencies
8945 Golf Links Road
Oakland, CA 94605
karissa_lockhart@senecacenter.org

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first herein above written.

COUNTY OF MONTEREY

BY _____
Roderick W. Franks, Director
Department of Social Services

APPROVED AS TO FORM:

DocuSigned by:
Anne Brenton

Deputy County Counsel

CITY AND COUNTY OF SAN FRANCISCO

BY _____
DocuSigned by:
Kimberly Ellis

Kimberly Ellis, Director
Department on the Status of Women

APPROVED AS TO FORM
DAVID CHIU, CITY ATTORNEY:

DocuSigned by:

Christina Pletes-Romo

Christina Pletes-Romo
Deputy City Attorney

SENECA FAMILY OF AGENCIES

DocuSigned by:

Leticia Galvan

BY

Leticia Galvan, CEO/President
Seneca Family of Agencies

**CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT ON THE STATUS OF WOMEN**

GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO

and

SENECA FAMILY OF AGENCIES

THIS GRANT AGREEMENT (“Agreement”) is made as of **APRIL 1, 2023**, in the City and County of San Francisco, State of California, by and between **SENECA FAMILY OF AGENCIES** (“Grantee”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”) acting by and through DEPARTMENT ON THE STATUS OF WOMEN (“Department”),

RECITALS

WHEREAS, the Department submitted documents for the “CSEC Placement and Services Continuum Model Contract” to fund the matters set forth in a grant plan; and summarized briefly as follows:

To continue to develop, implement, and provide a Continuum of Placement and services model, known as the Placement and Services Model (hereinafter referred to as the “Pilot Continuum”), that will directly benefit youth who are at risk of, or have experienced CSE, as well as their caregivers through promoting the well-being and permanency of the youth; and

WHEREAS, the Parties’ grant proposal focused on working with collaborative partners in planning, designing, and implementing the SF Bay Area SOL collaborative, and

WHEREAS, on January 1, 2023, the California Department of Social Services (“CDSS”) awarded the City \$7,000,000; and

WHEREAS, CDSS requested Department work with Seneca Family of Agencies as a continuation of Seneca Family of Agencies work on the Pilot Continuum; and

WHEREAS, pursuant to Administrative Code Section 21G.3(a), the competitive solicitation requirements under Chapter 21G do not apply to this Grant Agreement because Seneca Family of Agencies must be the Grantee in order to comply with the CDSS grant agreement with Department; and

WHEREAS, the City and Grantee intended for this Agreement to start on January 1, 2023; and

WHEREAS, the City and Grantee, each by their conduct, began their contractual relationship consistent with this Agreement on January 1, 2023; and

WHEREAS, the City and Grantee are just now executing this Agreement due to administrative delays; and

WHEREAS, in March 2023, the Board of Supervisors passed and the Mayor approved Resolution No. 093-23, File No. 230136, authorizing the Department to accept and expend the CDSS contract in the amount of \$7,000,000; and

WHEREAS, Grantee and Department agree to be bound by all administrative, financial, and legal requirements of the CDSS contract award as attached hereto; and

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

NOW, THEREFORE, in consideration of the promises 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 **January 1, 2023** and expire on **December 31, 2025** unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

ARTICLE 4 IMPLEMENTATION OF GRANT PLAN

4.1 Implementation of Grant Plan; Cooperation with Monitoring.

(a) 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.

(b) Grantee can distribute placement models to counties other than San Francisco, as detailed in Appendix B of this Grant Agreement, only once Department confirms there is a signed MOU between the other counties and Department.

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

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

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

4.5 Publications and Work Product.

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

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

the Grant Funds, without first obtaining City's written consent, which City may give or withhold in its sole discretion.

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

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

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

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

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds. In no event shall the amount of Grant Funds disbursed hereunder exceed **FOUR HUNDRED THIRTY-EIGHT THOUSAND SIX HUNDRED SIXTY** Dollars (\$438,660).

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

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

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

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

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

5.4 State or Federal Funds

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

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

**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.

6.9 Nonprofit Compliance with California Attorney General Registry of Charitable Trusts. Grantee represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Grantee shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City

request, Grantee shall provide documentation demonstrating its compliance with applicable legal requirements. If Grantee will use any subgrantees to perform the Agreement, Grantee is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts at the time of contract execution and for the duration of the agreement. Any failure by Grantee or any subgrantees to remain in good standing with applicable requirements shall be a material breach of this Agreement.

ARTICLE 7 TAXES

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

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

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

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

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

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

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

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

8.1 Organization; Authorization. Grantee is a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Grantee has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal

Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section. Grantee has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Grantee has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with the terms hereof.

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

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

8.4 Conflict of Interest.

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

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

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

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

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

**ARTICLE 9
INDEMNIFICATION AND GENERAL LIABILITY**

9.1 Indemnification. Grantee shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by: (a) a material breach of this Agreement by Grantee; (b) a material breach of any representation or warranty of Grantee contained in this Agreement; (c) any personal injury caused, directly or indirectly, by any act or omission of Grantee or its employees, subgrantees or agents; (d) any property damage caused,

directly or indirectly by any act or omission of Grantee or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by Grantee, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to Grantee by an Indemnified Party; (f) any tax, fee, assessment or other charge for which Grantee is responsible under Article 7; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished to such Indemnified Party in connection with this Agreement. Grantee's obligations under the immediately preceding sentence shall apply to any Loss that is caused in whole or in part by the active or passive negligence of any Indemnified Party, but shall exclude any Loss caused solely by the willful misconduct of the Indemnified Party. The foregoing indemnity shall include, without limitation, consultants and experts and related costs and City's costs of investigating any claims against the City.

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

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

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

ARTICLE 10 INSURANCE

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

(a) Workers Compensation in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness. 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 unless Grantee does not have employees as defined by the California Labor Code Sections 3351-3351.1.

(a) 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.

(b) 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.

(c) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Services.

(d) Grantee shall maintain in force during the full life of the agreement Cyber and Privacy Insurance with limits of not less than \$1,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form of this Agreement with limits not less than one million dollars (\$1,000,000) each claim.

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

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

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

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

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

10.5 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs.

Should any of the insurance required hereunder be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

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

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

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

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

**ARTICLE 11
EVENTS OF DEFAULT AND REMEDIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Halting the performance of all work under this Agreement on the date(s) and in the manner specified by City;
- (b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, services, equipment or other items; and
- (c) Completing performance of any work that City designates to be completed prior to the date of termination specified by City.

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

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

ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS

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

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

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

ARTICLE 13 ASSIGNMENTS AND SUBCONTRACTING

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

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

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

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

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

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

ARTICLE 14 INDEPENDENT CONTRACTOR STATUS

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

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

14.3 Consequences of Recharacterization.

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

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

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

**ARTICLE 15
NOTICES AND OTHER COMMUNICATIONS**

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

If to the Department or City: DEPARTMENT ON THE STATUS OF WOMEN
25 VAN NESS AVE, STE 240
San Francisco, CA 94102
Attn: NAZNEEN RYDHAN-FOSTER

If to Grantee: SENECA FAMILY OF AGENCIES
8945 GOLF LINKS RD
Oakland, CA 94605
Attn: LETICIA GALYEAN, LCSW

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, State/Federal Funding Terms
- Appendix G, Dispute Resolution Procedure for Health and Human Services Nonprofit Contractors

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

Section 14.3 Consequences of
Recharacterization.

This Article 17 Miscellaneous

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

17.12 Dispute Resolution Procedure. A Dispute Resolution Procedure is attached under **Appendix G** 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.

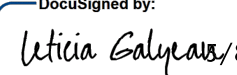
17.14 MacBride Principles--Northern Ireland. Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco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

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
DEPARTMENT ON THE STATUS OF
WOMEN

GRANTEE:
SENECA FAMILY OF AGENCIES

DocuSigned by:

By: _____ 5/8/2023
A7G043D019324CA...
KIMBERLY ELLIS
Director

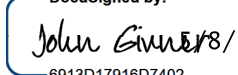
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By: _____ 8/2023
ED6E14014F6641A...
LETICIA GALYEAN, LCSW
CEO/President

Approved as to Form:

David Chiu
City Attorney

Federal Tax ID #: 94-2971761

City Supplier Number: 000011264

DocuSigned by:

By: _____ 8/2023
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JON GIVNER
Deputy City Attorney

Appendix A--Definition of Eligible Expenses

The term “Eligible Expenses” shall mean expenses incurred and paid by Grantee during the term of this Agreement in implementing the terms of the Grant Plan.

All Eligible Expenses *must* be:

- (a) paid by Grantee prior to the submission of the applicable Funding Request (no advances of Grant Funds shall be made);
- (b) direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees;
- (c) operating (as opposed to capital) expenses;
- (d) within the scope of the applicable Budget line item; an

Eligible Expenses shall *include*:

- (1) net salaries and wages
- (2) rent or related fees for equipment, performance or meeting halls or studios;
- (3) telephone charges, stationery and office supplies; and
- (4) advertising and publicity costs.
- (5) business-related costs or expenses related to meals, catering, transportation, lodging, fundraising or educational activities;

Eligible Expenses shall specifically *exclude*:

- (1) personal-related costs or expenses related to meals, catering, transportation, lodging, fundraising or educational activities;
- (2) capital expenses;
- (3) any costs or expenses which are prohibited under the terms and conditions of any federal or state grant supplying all or any portion of the Grant Funds;
- (4) penalties, late charges or interest on any late payments; or
- (5) taxes or other amounts withheld from wages or salaries which have not actually been paid by Grantee during the term of this Agreement or which relate to periods before or after the term of this Agreement.

Appendix B--Definition of Grant Plan

Agency: Seneca Family of Agencies

Program: Commercially Sexually Exploited Children (CSEC) Placement and Services

The term “Grant Plan” shall mean and include all of the following, all of which have been attached here:

- I. Program description
- II. Outline of goals and objectives
- III. Required Reports
- IV. Budget with narrative and invoice template for one month

I. Program Description

The overall project will continue developing and implementing a continuum of foster care placements and specialized services to meet the needs of youth who are identified at risk, or victims of, commercial sexual exploitation (CSE) and support their families/caregivers. In this context, placements are defined as either approved Emergency Placements, Resource Family homes or licensed Short-Term Residential Therapeutic Programs (STRTP) that can provide direct care and supervision of commercially sexually exploited youth. The program will continue to develop and implement a continuum of placement options counties may utilize as foster care placements for CSE children in addition to developing and implementing a multidisciplinary services center and coordinated response team to engage and provide services to youth who have been abused through CSE.

Seneca Family of Agencies shall support the Family-Based Foster Care component known as FAM (family & me) as a foster family agency partner (FFA partner) as well as provide wraparound services.

II. Outline of goals and objectives

Seneca Family of Agencies' roles and responsibilities shall include:

1. Provide wraparound services to support the coordinate response team deliverables
2. Facilitate appropriate referrals of youth and families for FAM model supports
3. Identify secondary caregivers through existing youth and family relationships or referral for permanency work.
4. Facilitate the resource family approval (RFA) process for caregivers, including pre-service training.
5. As needed, engage external caregiver leads that are resource-family approved and ported to FFA.
6. Support all families in completing training up to Intensive Services Foster Care (ISFC) level and including ongoing training requirements, with the support of FAM partners and training resources
7. Support agency staff serving FAM placements in attended relevant training, with support of FAM partners and training resources
8. Supervise the placement and care of youth in FAM placements, including all legal and agency requirements
9. Participate in CFTs and/or MDTs as appropriate for the coordination of care with other FAM providers working with youth
10. Ensure youth in FAM placements are offered specialized case management, mental health care, and permanency services, through the FFA, other FAM partners, or external providers

11. Distribute stipends and discretionary funds to FAM families and submit documentation to the Department on the Status of Women for reimbursement of approved FAM costs listed in the Budget
12. Submit placement and service data as listed below under reports
13. Work with UC Berkeley Human Rights Center to facilitate data collection for FAM evaluation
14. Attend meetings related to the project and the pilot continuum as appropriate

Seneca agrees that the following expectations apply to all resource families serving youth under the FAM/Family Based Foster care component:

1. For ALL caregivers (primary and secondary):
 - a. Resource family approval for a primary caregiver under a licensed FFA and alternative caregiver or similar for a secondary caregiver.
 - b. ISFC-level training (both initial training as well as ongoing training as required) including specific training curriculum to be provided to families by WestCoast Children's Clinic
 - c. Support youth's relationships with the important people in their lives - family of origin, extended family, chosen family, peers, etc.
 - d. Support youth safely using phones/tech
 - e. Unconditional commitment to youth, including continuing to support and welcome them if they leave and want to return, and including if they become pregnant/parenting
 - f. No discrimination on the basis of race, religion, immigration status, SOGIE or LGBTQ+ identity
 - g. Maintenance of all ongoing requirements for resource families, including training at the ISFC level
2. For primary caregivers:
 - a. Commit to caring for one foster youth at a time, unless there's a sibling group or another extenuating situation
 - b. Commit to exploring all alternative options prior to terminating a placement; if and only if all alternatives are exhausted, provide a minimum of 30 days notice prior to termination
3. For secondary caregivers:
 - a. Commit to seeing youth and family at least once a week (together or separately)
 - b. Commit to welcoming the youth into the home for short periods, including overnight, as needed

Seneca agrees that the following youth will be eligible under the FAM/Family Based Foster care component:

1. Minors age 10-17 (as required by CDSS). For AB 12 youth, CDSS must grant a waiver to allow the collaborative to work with the youth.

2. Flagged as Clear Concern on the Commercial Sexual Exploitation-Identification Tool (CSE-IT) or other documented clear concern of commercial sexual exploitation (CSE). CSE-IT should ideally be completed for all youth.
3. Either child welfare- or probation-supervised foster youth with SF dependency (other counties shall be added after having entered an MOU with the Department - see section 4.1.b of Agreement)
4. Youth that can be safely supported in a family-based setting, i.e. not violent, actively using/addicted to substances, or with severe mental health issues, where such needs cannot be safely supported in a family-based setting
5. Representative numbers of youth by gender and race, to whatever extent feasible, as compared to the population of San Francisco (and other Bay Area counties) youth in foster care with a clear concern of CSE.

*FAM shall consider each eligible youth and family on a case-by-case basis, based on an assessment of the FAM model and partner's capacity to meet their needs and in compliance with all legal requirements.

The overall goals and objectives of the home-based care component as listed in the CDSS Contract:

1. Utilize a continuous quality improvement (CQI) method in developing the targeted recruitment strategy for resource families able and willing to provide care and supervision to Youth abused through CSE.
2. Continue to implement programming focused on caring for Youth that have experienced CSE. This programming must be supported by evidence, research, and recommendations from recent studies and reports such as [Research to Action Brief: Translating Research to Policy and Practice to Support Youth Impacted by Commercial Sexual Exploitation \(CSE\)](#).
3. Continue to provide training and support to resource families to become Intensive Services Foster Care (ISFC) or Therapeutic Foster Care (TFC) certified where appropriate.
4. Ensure resource families are utilizing harm reduction strategies as outlined in ACIN 1-59-18, Introduction to the Harm Reduction Strategies Series as well as, ACIN 1-31-22, Harm Reduction Series – Caregiver.
5. Continue to utilize the CDSS's contracted training providers to effectively educate resource parents caring for Youth who have experienced CSE.
 - a) In addition to required resource family certification training, provide resource parents with relevant continuing education on topics including, but not limited to, understanding complex trauma, crisis intervention, use of harm reduction strategies, engagement techniques and prudent parenting and its application to CSE Youth.
6. Review and update the protocol for local child welfare agencies to refer Youth for placement to improve upon its process and include discussion of this protocol in any CQI conversations. This protocol must include an MOU with Bay Area Counties regarding referrals, placements, and negotiation of rates with the

CDSS.

7. Conduct intensive family finding and engagement for all Youth as appropriate.
8. Require a 30-day notice policy for all resource families who desire to remove a Youth from their home.
9. Continue to provide a resource parent mentorship program for new and ongoing resource parents to utilize for additional support.
10. Utilize the coordinated response team with 24/7 availability to provide support to resource families and Youth when necessary.
11. Recruit and train secondary caregivers through the Family And Me (FAM) model to provide on-call emergency care and supervision as appropriate.
12. Increase opportunities for Youth to connect to the important people in their lives, as identified by the Youth, utilizing technology and visits as appropriate.
13. Provide opportunities for Youth to connect with peers who reside outside of the placement setting.
14. Provide opportunities for Youth to connect with family and their community of permanency.
15. Develop relationships with local law enforcement that seek partnership in prevention, intervention, and the development of protocols relating to a coordinated response as appropriate to help ensure the safety and placement stability of the Youth and reduce the frequency of law enforcement involvement and delinquency petitions at resource family homes. Document attempts to develop these relationships and report out in quarterly reports to the CDSS and include in the project evaluation.
16. Utilize the Child and Family Team (CFT) to deliver ongoing services and support Youth.
17. Ensure continuous outreach efforts to encourage an increase in referrals including, but not limited to, those with lived experience, tribes, child welfare, children's attorneys, mental health, public health, law enforcement, substance abuse providers, and education to encourage an increase in referrals. Documentation and outcome of efforts shall be provided in the quarterly reports.
19. Incorporate the California Integrated Core Practice Model for child welfare services and other direct services professionals into all practice and policy.
20. Utilize a CQI method to enhance the provision of services in the Home-Based Care Placement Model and to create and implement a sustainability plan.

III. Required Reports

Grantee shall provide a monthly report due on the 15th of the month that shall include reporting on:

1. New and total number of FAM placements, including:
 - a. Number of youth in full FAM placements (primary and secondary caregivers)
 - b. Number of youth in pending FAM placements (primary caregiver only)
 - c. Number of youth not yet in placement (if applicable)
 - d. Number of placements closed
 - e. Number of FAM caregivers with complete RFA up to ISFC level
 - f. Number of FAM caregivers withdrawn and reason given

2. FAM youth data, using FAM identifier to protect confidentiality, including:
 - a. Level of care
 - b. Move in date (and beginning of FAM placement if different)
 - c. Service contacts provided, including the date and type of service (i.e. case management, crisis support, transportation, outreach etc) and method of contact (i.e. phone, zoom, text, in person, failed attempt)
 - d. Information regarding frequency, location, and duration of nights spent outside of primary placement, including “AWOL,” staying at a secondary caregiver’s home, or other.
 - e. New referrals for services
 - f. Incident report date and type (i.e. property damage, illness, injury, “AWOL,” etc.)
 - g. If a youth’s placement is interrupted: a brief summary including the reason for interruption, attempted interventions to preserve the placement, and to where the youth was discharged
 - h. For any new FAM youth: basic demographics including: supervising system (foster care or probation), age, gender, pronouns, sexual orientation, race/ethnicity, language(s) spoken, time in care, number of prior placements, and last known CSE risk level (CSEI-IT score preferred)

3. FAM resource family data, using FAM identifier, including:
 - a. For existing RFAs: date of RFA completion
 - b. For new RFAs: dates of RFA steps including FAM info session, orientation, intake, home study
 - c. Number of pre-service training hours completed, prior to FAM
 - d. Number of CSEC training hours completed with FAM
 - e. Primary or Secondary caregiver role to which FAM youth, and any preexisting relationship between primary and secondary caregivers and/or youth
 - f. For any new FAM caregiver: basic demographics, including age, gender, pronouns, sexual orientation, race/ethnicity, language(s) spoken, marital status, education level, career, number of years as a resource parent

Information and data sharing amongst partners shall be expected of grantee and critical to the success to the pilot and potential replication. No confidential, identifiable information will be shared.

Template attached.

IV. Budget with narrative and invoice template.

Personnel Costs at a total of \$233,660. Table listed below:

Activity Type	Hourly Rate	Projected Hours	Projected Total Budget
Tier 1: Leadership	\$250	379	\$94,750
Tier 2: Direct Care	\$115	994	\$114,310
Tier 3: Administrative	\$75	328	\$24,600
Total		1701	\$233,660

This reflects only time spent doing activities unique to this pilot project over the next several years that are not already funded by existing funding streams including placement rate, behavioral health and SB163. This reflects time for the Placement team, as well as the wraparound team.

Leadership line includes CEO, Executive Director, Director and Supervisor time spent in SF SOL consultation meetings, participating in SF SOL/FAM work groups, advising on other projects connected to SF SOL, and supervisor time in training series.

Direct Care time reflects clinician, support counselor and recruiter and recruitment supervisor time spent participating in the training, SF SOL/FAM consultation meetings, and providing additional support to secondary FAMs outside of the work we would ordinarily do in recruitment. This also includes time clinicians spend on additional documentation and meetings with data team.

Administrative time reflects our Health Information Specialist will support data reporting, and secondary FAM support as well as time our central department has spent on preparing proposals for suggested program development.

Other Costs for FAM support, discretionary funds, and youth-specific caregiver recruitment for a total of \$205,000:

The following funding categories are available to FAM caregivers and youth on an as-needed basis. FFAs will assess the need and distribute funds unless prior approval is noted below:

Category	Purpose	Amount	Notes
Youth Specific Recruitment	Recruitment for Caregivers if no natural supports are identified	Case by case	For primary or secondary caregivers
Secondary CG Stipend	Monthly payment to all matched Secondary CG	\$1500/month ongoing to CG +\$500 to FFA (max 5/month)	Begins upon being matched with youth

Youth Discretionary Funds	Guidance on approved uses	\$3,000/yr in FAM home	Can seek approval for higher amounts if needed
Primary CG ISFC Gap	Maintain ISFC rate if youth's LOC reduces.	Consult on duration; case by case	For Primary CG's who have youth in home
Bed Hold	Continue both CG monthly payments while youth is away from home	Primary = 2 months of ISFC Rate	Consult on duration; case by case
Additional Funding to support resource families			
RFA & Transition Support	Preparing the home (deposit, furniture, clothing, tech, etc.)	Up to \$1000 during RFA/move in process	Both Primary and Secondary CGs are eligible
Primary CG Supplemental Funds	Short-term income supplement (ex: CG took time off work)	3 months of \$500 supplemental income per Primary Caregiver	Case by case
Emergency and language support funds	Any unforeseeable costs, including exhausting an above category	Case by case	
Monthly caregiver group stipend	attending monthly caregiver group to deepen learning and community among caregivers	\$50 to caregiver per month	

Seneca Family of Agencies Total

\$438,660

Organization

Seneca Family of Agencies

Project Title:

San Francisco Bay Area SOL Collaborative

Contract #

FY 22-23 PO#

FY 22-24 PO#

FY 24-25 PO#

FY 25-26 PO#

LINE ITEM / CATEGORY	TOTAL CONTRACT AMOUNTS
Personnel Services	\$ 233,660.00
Subcontractor Services	
Travel	
Space	
Equipment	
Furniture	
Consumable Supplies	
Utilities	
Communications	
Printing	
Other Costs	\$ 205,000.00
Indirect Costs	
GRAND TOTAL	\$ 438,660.00

IMPORTANT:

No changes allowed on budget without written approval by DOSW

You must submit Invoice Workbook along with Monthly Invoice to ensure no changes have been made

See the CDSS Contract Exhibit E on Property Acquisitions - Any commodity over \$5k purchased and reimbursed with CDSS funds **must be inventoried** and may be required to be returned to the State at the end of the grant period.

Travel should abide by the CDSS Pocket Guide for Non-State Employee Travel and any related 12X or State Bans for travel (State List: <https://oag.ca.gov/ab1887>, 12X: <https://sf.gov/resource/2021/states-where-city-will-not-fund-travel-or-do-business>)`

San Francisco Department on the Status of Women
 25 Van Ness Avenue, Suite 240
 San Francisco, CA, 94102

Grant Number 22-7009
Fiscal Year FY 23 ex. July 2023-June 2024 is FY 24
Invoice Period January ex. Month, i.e June
Invoice Number XXX-SFSOL-FY23-Jan ex. ORGINIALS-SFSOL-FYXX-Jun

Agency Name
Address Line 1
Address Line 2
Address Line 3

Project Title:
 San Francisco Bay Area SOL Collaborative

LINE ITEM / CATEGORY	TOTAL CONTRACT AMOUNTS	LINE ITEM AMOUNTS FOR CURRENT INVOICE	TOTAL AMOUNTS BILLED TO DATE	TOTAL CONTRACT AMOUNTS REMAINING
Personnel Services [position, salary, FTE] [position, salary, FTE] [position, salary, FTE] [insert more lines as necessary...]		\$ - [amount] [amount] [insert more lines as necessary...]		
TOTAL	\$ 233,660.00	\$ -	\$ -	\$ 233,660.00
Subcontractor Services [insert specific subcontractor service] [insert specific subcontractor service] [insert specific subcontractor service] [insert more lines as necessary...]		[amount] [amount] [amount] [insert more lines as necessary...]		
TOTAL	\$ -	\$ -	\$ -	\$ -
Travel [specific item] [specific item]		[amount] [amount]		
TOTAL	\$ -	\$ -	\$ -	\$ -
Space [specific item] [specific item]		[amount] [amount]		
TOTAL	\$ -	\$ -	\$ -	\$ -
Equipment [specific item] [specific item]		[amount] [amount]		
TOTAL	\$ -	\$ -	\$ -	\$ -
Furniture [specific item] [specific item]		[amount] [amount]		
TOTAL	\$ -	\$ -	\$ -	\$ -
Consumable Supplies [specific item] [specific item]		[amount] [amount]		
TOTAL	\$ -	\$ -	\$ -	\$ -
Utilities [specific item] [specific item]		[amount] [amount]		
TOTAL	\$ -	\$ -	\$ -	\$ -
Communications [specific item] [specific item]		[amount] [amount]		
TOTAL	\$ -	\$ -	\$ -	\$ -
Printing [specific item] [specific item]		[amount] [amount]		
TOTAL	\$ -	\$ -	\$ -	\$ -
Other Costs [specific item] [specific item]		[amount] [amount]		
TOTAL	\$ 205,000.00	\$ -	\$ -	\$ 205,000.00
TOTAL DIRECT COST		\$ -		
TOTAL INDIRECT COST	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL	\$ 438,660.00	\$ -	\$ -	\$ 438,660.00

As the fiscal agent for this Agency, I certify that this invoice is based upon actual costs.

SUBMITTED BY (PRINT OR TYPE)	TITLE
AUTHORIZED SIGNATURE	DATE

SF DOSW Use Only
Approved for Payment:

Print Name	Date
Signature	
PO	Contract #

Report Template

Home-based care data report											
Reporting Month:											
FFA:											
	New	Project									
FAM Placements	This Month	Total									
Number of youth in full FAM placements											
(Primary + Secondary Caregivers)	0	0									
Number of youth in pending FAM placements											
(Primary Caregiver only)	0	0									
Number of youth not yet in placement	0	0									
Number of placements closed	0	0									
Number of FAM caregivers with ISFC RFA complete	0	0									
Number of FAM caregivers withdrawn	0	0									
Number of Days of Care											
Youth Placement Data – current month only											
Youth ID	LOC	Move in date	Service Contacts date, type & method	Nights outside primary home date & location	Referrals service type	Incident Reports date & type	Case Closure* date, reason & discharge plan				
Youth Demographics – new youth only											
Youth ID	FC or PO	Age	Gender Identity	Pronouns	Sexual Orientation	Race Ethnicity	Language	Time in Care	Number of prior Placem	Current CSE R	
Caregiver Demographics – new caregivers only											
CG ID	Age	Gender Identity	Pronouns	Sexual Orientation	Race Ethnicity	Language	Marital Status	Education Level	Career FT/PT & Field	Prior FC Experience # years	
Caregiver RFA Data – this month only											
FAM ID	Info Session	Orientation date	Intake date	Home Study date	Pre-service Training Hours complete	CSEC Training Hours complete	RFA date	Primary or Secondary	Matched Youth ID	Relation	
Withdrawal or other feedback											
*Include reasons from above here											
FAM ID	Date	Notes									
Did any of these youth access wrap/coordinated response											
	Y/N										

Appendix C--Form of Funding Request

FUNDING REQUEST

April 1, 2023

SENECA FAMILY OF AGENCIES
8945 GOLF LINKS RD
Oakland, CA 94605

Re: Grant No. 22-7009

Pursuant to Section 5.3 of the Grant Agreement (the "Grant Agreement") dated as of JANUARY 1, 2023 between the undersigned ("Grantee") and the City and County of San Francisco (all capitalized terms defined in the Grant Agreement shall have the same meaning when used herein), Grantee hereby requests a disbursement of Grant Funds as follows:

Total Amount Requested in this Request:	<u>\$438,660</u>
Maximum Amount of Grant Funds Specified in Section 5.1 of the Grant Agreement:	<u>\$438,660</u>
Total of All Grant Funds Disbursed Prior to this Request:	\$ _____

Grantee certifies that:

(a) The total amount of Grant Funds requested pursuant to this Funding Request will be used to pay Eligible Expenses, which Eligible Expenses are set forth on the attached Schedule 1, to which is attached true and correct copies of all required documentation of such Eligible Expenses.

(b) After giving effect to the disbursement requested pursuant to this Funding Request, the Grant Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in Section 5.1.

(c) The representations and warranties made in the Agreement are true and correct in all material respects as if made on the date hereof;

(d) No Event of Default has occurred and is continuing; and

(e) The undersigned is an officer of Grantee authorized to execute this Funding Request on behalf of Grantee.

SCHEDULE 1 TO REQUEST FOR FUNDING

The following is an itemized list of Eligible Expenses for which Grant Funds are requested:

Payee	Amount	Description
SENECA FAMILY OF AGENCIES	\$160,915	FY 2022-2023 Personnel and other costs as listed in Appendix B, Section IV.
SENECA FAMILY OF AGENCIES	\$110,915	FY 2023-2024 Personnel and other costs as listed in Appendix B, Section IV.
SENECA FAMILY OF AGENCIES	\$108,415	FY 2024-2025 Personnel and other costs as listed in Appendix B, Section IV.
SENECA FAMILY OF AGENCIES	\$58,415	FY 2025-2026 Personnel and other costs as listed in Appendix B, Section IV.

Appendix D--Interests In Other City Contracts

City Department or Commission	Date of Contract	Amount of Contract
SF Department of Public Health	07/01/2018-06/30/2022	\$40,529,444
SF Human Services Agency – Wraparound Collaborative	07/01/2022-06/30/2024	\$7,987,320
SF Human Services Agency – Visitation & Transportation Services + East Bay Visitation Program (EBVP)	07/01/2022-06/30/2026	\$4,608,626
SF Human Services Agency – HUB	05/01/2019-06/30/2023	\$9,773,882
SF Human Services Agency – RFA	01/01/2021-06/30/2025	\$742,500
SF Human Services Agency – Secure Transportation	07/01/2021-06/30/2023	\$220,000
SF Juvenile Probation Dept – Aggression Replacement Training	01/01/2019-12/31/2022	\$99,450

Appendix E--Permitted Subgrantees

None

Appendix F - State Funding Terms

The grant is funded by the California Department of Social Services (“CDSS”). Attached hereto is the grant agreement between the Department and the CDSS. Grantee is required to comply with all provisions of this grant agreement that are applicable to the Department’s subcontractors. To the extent any provision of the grant agreement between CDSS and the Department conflicts with provisions of this Agreement, the more restrictive provision controls.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 22-7009	PURCHASING AUTHORITY NUMBER (If Applicable)
------------------------------------	---

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
California Department of Social Services

CONTRACTOR NAME
San Francisco Department on the Status of Women

2. The term of this Agreement is:

START DATE
January 1, 2023

THROUGH END DATE
December 31, 2025

3. The maximum amount of this Agreement is:
\$7,000,000.00 Seven Million Dollars and 00/100

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	7
Exhibit A - Attachment 1	Services and Deliverables	12
Exhibit B	Budget Detail and Payment Provisions	3
+ - Exhibit B - Attachment 1	Budget Summary	1
+ - Exhibit B - Attachment 2	Personnel Budget	1
+ - Exhibit B - Attachment 3	Budget Narrative	4
+ - Exhibit B - Attachment 4	Request for Budget Modification Form	1
+ - Exhibit C *	General Terms and Conditions - GTC 04/2017	
+ - Exhibit D	Special Terms and Conditions	5
+ - Exhibit E	Additional Provisions	3
+ - Exhibit E - Attachment 1	CDSS Confidentiality and Information Security Requirements - Contractor/Entity	5

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 22-7009	PURCHASING AUTHORITY NUMBER (If Applicable)
------------------------------------	---

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

San Francisco Department on the Status of Women

CONTRACTOR BUSINESS ADDRESS 25 Van Ness Avenue, Suite 240	CITY San Francisco	STATE CA	ZIP 94102
--	-----------------------	-------------	--------------

PRINTED NAME OF PERSON SIGNING Kimberly Ellis	TITLE Director
--	-------------------

CONTRACTOR AUTHORIZED SIGNATURE Kimberly Ellis	DATE SIGNED 2/2/2023
--	-------------------------

*Digitally signed by Kimberly Ellis
Date: 2023.02.02 17:12:44 -08'00'*

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Social Services

CONTRACTING AGENCY ADDRESS 744 P Street, M.S. 9-6-747	CITY Sacramento	STATE CA	ZIP 95814
--	--------------------	-------------	--------------

PRINTED NAME OF PERSON SIGNING Steven Del Rio	TITLE Chief, Contracts and Procurement Services
--	--

CONTRACTING AGENCY AUTHORIZED SIGNATURE Steve Del Rio	DATE SIGNED
---	-------------

*Digitally signed by Steve Del Rio
Date: 2023.02.16 17:18:57 -08'00'*

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) Exempt per AB-178, section 161, provision 25 (b)
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EXHIBIT A
(Standard Agreement)**SCOPE OF WORK****A. Introduction and Background**

The California Department of Social Services (CDSS) enters into this Agreement with the San Francisco Department on the Status of Women (Contractor) for the purposes of operating a continuum of foster care placements, including developing and implementing an Emergency Placement Model and specialized services that Bay Area counties (including but not limited to San Francisco, Alameda, Contra Costa, San Mateo and Santa Clara) may utilize to meet the needs of dependent children through age 17 (hereinafter referred to as Youth) who are victims of Commercial Sexual Exploitation (CSE). In this context, a placement may be an emergency placement, approved Resource Family home, or licensed Short-Term Residential Therapeutic Program (STRTP) that can provide direct care and supervision of CSE Youth. The Contractor shall maintain a continuum of placement options that Bay Area counties may utilize as foster care placements for commercially sexually exploited children. The Contractor shall also provide a coordinated response team to engage and provide services to Youth and families impacted by CSE, in conjunction and coordination with placement providers.

Commercially Sexually Exploited Children (CSEC) are minors who are victims of sex trafficking, as defined in Penal Code section 236.1, who are provided anything of value, including food, shelter, or payment, in exchange for the performance of a sexual act. CSEC are often forced, coerced, and threatened to perform these acts. As a result, these Youth experience severe and complex trauma that impacts their physical, emotional, and mental health, leading to difficulty in achieving stability. Youth that have experienced commercial sexual exploitation may have heightened clinical and emotional needs due to trauma of being commercially sexually exploited. These needs may include intensive and comprehensive medical, mental health, behavioral health, reproductive health, substance use treatment and social supports.

In 2014, California passed Senate Bill (SB) 855 (Chapter 29, Statutes of 2014), which allocated state general funds to interested counties for the creation of the CSEC Program. This county child welfare agency opt-in program provides funding to participating counties for the purpose of providing education, training, prevention activities, and intervention services, utilizing a multidisciplinary approach, to serve children and Youth who are commercially sexually exploited, or at risk of becoming commercially sexually exploited (see Welfare and Institutions Code (WIC) Sections 16524.6-16524.11).

County Child Welfare and Probation departments report a lack of adequate, well-trained, and supported placement options as the single greatest challenge to serving CSE Youth. There is a lack of approved resource families and licensed congregate

EXHIBIT A
(Standard Agreement)

care facilities that are adequately trained and equipped with the necessary tools, knowledge, and experience to care for these Youth. Additionally, there is a gap in facility types that can provide emergency placements and services to Youth that continue to be exploited, have a high risk of leaving placement, or face unique challenges in being able to commit to or participate in a traditional home based or congregate care placement.

To date, traditional approaches used to address other forms of child trauma have proven ineffective for this population. CSEC require an individualized and comprehensive treatment approach that is flexible, trauma-informed, culturally appropriate, able to adapt to the child's needs, and rooted in harm reduction principles. Harm reduction is a promising practice that has shown to be an effective tool to assist in building the trust required to serve this population.

CSEC placements and services shall focus on the totality of the Youth's needs and not solely their exploitive experience. This shall include a refocusing on what the Youth sees as their needs, as opposed to what the Youth is assessed as needing. The assessed needs and treatment are important; however, focusing on the needs as determined by the Youth may be more important to keep them engaged, until they are ready and more willing to accept the care and treatment they are assessed as needing.

Research shows that permanency is the leading indicator of a Youth's ability to be successful. For many Youth, permanency begins with initial placement, where they have the opportunity to stabilize, create connections, and engage in services to support their healing so they may successfully reunify with their families or step down to achieve permanency in another placement.

Due to the complex trauma Youth impacted by CSE sustain at the hands of their exploiters and purchasers, it is difficult to identify and sustain adequate placements that can meet these children's unique needs. For children that are still actively being exploited, placement providers need to be comfortable with a Youth engaging in risky behaviors, allowing them to do so as agreed upon by the Youth's care team, without passing judgement on to the Youth for their behavior. Providers need a strong understanding of the principals of harm reduction as well as the ability to implement harm reduction safely. Implementing harm reduction effectively also includes the ability to communicate and interact with the members of the Youth's multi-disciplinary team, deciding together when harm reduction is appropriate and how it could help the Youth achieve safety, lasting change, and permanency.

The [ACL 17-122](#) (All County Letter) specifies that a provider shall provide trauma-informed therapeutic interventions and integrated programming designed to address barriers to a child's ability to safely reside and transition into a home-based family

EXHIBIT A
(Standard Agreement)

setting in support of permanency. For Youth who have experienced CSE, a trauma informed approach to care encourages providers to examine the push-pull factors that have impacted a Youth's vulnerability and risk for exploitation. It asks providers to see behaviors as a result of unmet needs- needs that often an exploiter and/or exploitive situation are otherwise fulfilling. Providers must examine the factors pulling Youth away from the placement setting and implement supports that counteract and/or fulfill those needs. More importantly, providers must work to address the totality of a Youth's needs, not just those met through the exploitive situation.

B. Purpose

The Contractor shall continue to develop, implement, and provide a Continuum of Placement and services model, known as the Placement and Services Model (hereinafter referred to as the "Pilot Continuum", that shall directly benefit Youth who are at risk of, or have experienced CSE, as well as their caregivers through promoting the well-being and permanency of the Youth. To that end, the Pilot Continuum shall offer a continuum of home-based and residential placement options that Bay Area counties may utilize as foster care placements, and a coordinated multidisciplinary response aimed to create better outcomes for CSE Youth. While the residential components of the Pilot Continuum are intended to serve dependent Youth, the services of the coordinated response team and the services center are intended to be open to all Youth, through age 21, regardless of their dependency status. The Pilot Continuum must be made available to serve multiple counties within the Bay Area region, ensuring wide access to services and supports, and capitalizing on shared resources available across a larger area. Furthermore, the Model shall continue to serve as a pilot with the intent to replicate within other regions statewide and shall reflect the vision of the state's Continuum of Care Reform and Integrated Core Practice Model. Given the need for consistent and stable care, the Pilot Continuum shall specifically reflect a "no reject, no eject" policy and exhaust all efforts prior to the removal of a Youth from a particular placement setting. This model shall directly benefit CSE Youth and their caregivers. Funding is intended for costs associated with continuing the development of the Pilot Continuum over the course of three years.

C. Contractor Responsibilities:

The Contractor shall:

1. Continue to implement and enhance the pilot continuum to identify individualized placements and services for each Youth and family served, including culturally appropriate services and placements for Indian children who have experienced or are at risk of experiencing CSE, consistent with the placement preferences set forth in the Indian Child Welfare Act (25 U.S.C. Section 1915) and WIC section 361.31.

EXHIBIT A
(Standard Agreement)

2. Create and implement a minimum two (2) bed emergency placement model, for Youth identified as having experienced CSE, that is rooted in harm reduction principals; immediately provides for the basic needs of a Youth, as defined by the Youth based on where the Youth is in their stage of change; and utilizes evidence-based practices including but not limited to Motivational Interviewing and Trauma Informed Care. This model may be a Foster Family Agency (FFA) model utilizing enhanced foster care where the resource families are also staff of the FFA, and the property is under the control of the FFA or county.
3. Continue the implementation of the home-based care model to serve CSE Youth for a period of at least 3 years. The home-based care model shall implement placements into a Resource Family Home or Relative Family Home through a Foster Family Agency.
4. Continue the implementation of the minimum six-bed STRTP to serve CSE Youth. Comply with all federal Qualified Residential Treatment Program Requirements (QRTP), as detailed in [ACIN I-73-21](#) (All County Information Notice) as well as all STRTP Interim Licensing Standards.
5. Continue the utilization of a coordinated response team to provide direct services that are flexible, trauma-informed, culturally appropriate, and rooted in harm reduction principles, to CSE Youth and their caregivers/families to ensure continuity and consistency of care.
6. Implementing and enhance the pre-existing multi-system service center/drop-in model to coordinate, collaborate and deliver services to Youth who are at risk of or have experienced CSE, and their caregivers.
7. Utilize the pre-existing pilot project steering committee to implement a Continuous Quality Improvement (CQI) method to enhance the provision of services in the Placement and Services Pilot Continuum. The CQI model shall be utilized to also create and implement a sustainability plan.
8. Utilize an evaluation tool to measure program outcomes, both for individual Youth participants as well as the continuum's collaborative response and their impact on Youth outcomes.
9. Develop a model for serving multiple counties within a region, ensuring wide access to services and supports, and capitalizing on shared resources across a larger area.

EXHIBIT A
(Standard Agreement)

10. The home-based and residential placement options must meet all requirements to be eligible for a foster care maintenance payment on behalf of Youth who experienced CSE and are placed there by a county child protection agency. The placement options shall also include appropriate placements for Indian children who have experienced or are at risk of experiencing CSE consistent with the placement preferences set forth in the Indian Child Welfare Act (25 U.S.C. Section 1915) and WIC section 361.31. Funds provided under this agreement shall not be used for the daily care and supervision that is provided for by foster care maintenance payments and shall not be used for health/mental health services provided for by the Medi-Cal program. Funding may, however, be used to enhance or expand upon the payments and services provided for under this Agreement.
11. Negotiate regularly with the CDSS on the expected number of Youth to be served and/or placed within each component of the Pilot Continuum. This shall be based upon anticipated time for the Pilot Continuum implementation, as well as both the capacity and integrity of each component of the Pilot Continuum. Care shall be taken to ensure an appropriate use of funds as well as to make certain the agreed upon number of Youth served and/or placed is not overly burdensome.
12. Provide all the services and deliverables described in Exhibit A - Attachment 1, Work Plan and Exhibit A - Attachment 2, Services and Deliverables.
 - a. Designate a person as the project representative to whom all CDSS communication may be addressed.
 - b. Direct all communication and documentation regarding this Agreement to the CDSS Project Representative.
 - c. Be available for site visits by the CDSS staff. Visits may be announced or unannounced and shall occur at the sole discretion of the CDSS.
 - d. Be available for monthly phone calls with the CDSS. These calls shall include discussion around number of Youth served in each of the models, plan to meet the goals set for minimum number of Youth to be served, outreach efforts to referral sources, CQI efforts and corrective actions if needed.
 - e. Be available for quarterly meetings with other pilot providers as organized by the CDSS.
 - f. Fiscal and Reporting responsibilities include:
 - (1) Provide the CDSS with quarterly progress reports electronically. Contractor shall use the progress report template provided by the contractor and agreed

EXHIBIT A
(Standard Agreement)

upon by the CDSS. These quarterly progress reports shall include number of Youth served in each of the models, plan to meet the goals set for minimum number of Youth to be served, outreach efforts to referral sources, CQI efforts and corrective actions if needed.

- (2) Document all time and expenses and submit documentation with all invoices on a monthly basis, within 45 days of the completion of each month. Contractor shall use invoice template agreed upon by the CDSS. All documentation shall include a detailed description of services delivered and/or activities performed. Invoices and accompanying documentation shall be submitted monthly to the CDSS project representative electronically via email.

13. Accessibility

Contractor shall comply with California Government Code sections 7405 and 11135. Contractor shall comply with the accessibility requirements of section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. section 794d), Title 36, Part 1194 of the Code of Federal Regulations, as well as the requirements of the Web Content Accessibility Guidelines 2.0, or a subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at minimum Level AA success criteria.

D. CDSS Responsibilities

The CDSS Shall:

1. Designate a person as the Project Representative to whom all Contractor correspondence may be addressed.
2. Oversee the implementation of the Placement and Services Model including objectives and deliverables.
3. Provide timely technical assistance upon request or as needed that supports the implementation and delivery of the project, including, but not limited to, organizing meetings, facilitating collateral interactions, and connecting the Contractor to relevant resources.
4. Retain the right to modify the model and this Scope of Work based on the results of objectives and deliverables.
5. All printing shall be sent to the California Department of General Services, Office of State Publishing (OSP). It is the responsibility of the CDS Project

EXHIBIT A
(Standard Agreement)

Representative to obtain an exemption from OSP to competitively bid out any and all printing listed in this agreement.

E. Project Representatives

The project representatives during the term of this agreement shall be:

CDSS

Darrin Holt
Associate Governmental Program Analyst
744 P Street
Sacramento, CA 95814
(916) 651-5345
Darrin.Holt@dss.ca.gov

Contractor

Nazneen Rydhan-Foster
Program Manager
25 Van Ness Ave., Suite 240
San Francisco, CA 94102
(415) 252-3207
naz.rydhan-foster@sfgov.org

The Project Representative may be changed by providing written notice to the other party within ten (10) business days of the change. Said change shall not require an amendment to this agreement.

SERVICES & DELIVERABLES

A. EMERGENCY PLACEMENT MODEL

1. Services and Deliverables: Contractor shall Develop and implement an enhanced placement model that will provide care and supervision to dependent minors through age 17 (hereinafter referred to as Youth) abused through commercial sexual exploitation (CSE) with the intent of stabilizing the Youth in placement and preparing them for permanency. For the purpose of this project, “Emergency Placement Model” refers to a facility licensed by Community Care Licensing and may refer to a foster family agency program model, such as Enhanced Foster Care that utilizes staff that are approved as resource families (RFA/staff) who care for the Youth. The Emergency Placement Model will serve Youth who are identified as victims of CSE via evidence-based screening tool(s).
2. Placements developed under this model must be available as foster care placements within 12 months of the start of this Agreement. In developing and implementing the Emergency Placement Model, the contractor shall:
 - a. Identify counties that will work with the CDSS to develop a pilot rate for this model in accordance with Welfare and Institutions Code section 11460(a)(3), as outlined in [ACL 22-21](#).
 - b. If utilizing Enhanced Foster Care, acquire control of property, as defined in the General Licensing Requirements, 22 California Code of Regulations section 80001(a)(17), that will be used as the RFA/staff homes for this program, with the following attributes:
 - 1) Homelike but with a focus on the capacity for drop-in services in order to promote Youth engagement and destigmatize the residence.
 - 2) Capacity – up to two bedrooms with one Youth per bedroom.
 - 3) Focus on development of the shared space that is fun and includes:
 - a) Computer Area with internet access
 - b) Entertainment Area
 - c) Recreation/ Gaming Area
 - d) Relaxation Area
 - c. If the emergency placement facility is more than 300 yards or five city blocks from the Services Center, then the following services must be available on-

site, at a minimum of weekly, at the Emergency Placement facility as well (unless exemption is made by the CDSS):

- 1) Mental health, vocational, educational, recreational, and health care (or first aid) on-site.
 - 2) Recruit and co-locate multi-system providers including, but not limited to, child welfare, mental health, probation, law enforcement, peer mentors, health care, and advocates to provide individualized services.
- d. Recruit, hire, and train qualified staff to provide services to Youth abused through CSE within the Emergency Placement setting. Training must assist these staff in understanding the evolving needs and risk factors of Youth who have experienced CSE.
- e. Develop staffing structure / child to Youth ratio that is supportive of Youth abused through CSE. Provide staff or RFA / staff with ongoing training related, but not limited to, engagement, harm reduction, trauma and trafficking, trauma-informed care, crisis intervention, and vulnerable sub-populations such as tribal communities and Lesbian Gay Bisexual Transgender Queer and Intersex (LGBTQI) Youth.
- f. Provide appropriate and timely care, including trauma-informed, culturally-and-language appropriate, and individualized services which addresses the physical and mental health needs of Youth who have been exploited, including reproductive health and substance use disorder treatment.
- g. Develop programming focused on caring for Youth that have experienced CSE. This programming must be supported by evidence, research, and recommendations from recent studies and reports such as [Research to Action Brief: Translating Research to Policy and Practice to Support Youth Impacted by Commercial Sexual Exploitation \(CSE\)](#).
- h. Develop programming that has flexibility in placement durations to meet particular needs of Youth and are in compliance with California Code of Regulations Licensing Standards. This shall include holding beds where appropriate and as negotiated with the county and the CDSS, as well as safety planning and recovery planning for when a Youth leaves and returns to care.

- i. Develop programming structure grounded in harm reduction principles as outlined in [ACIN 1-59-18](#), Introduction to the Harm Reduction Strategies Series as well as, [ACIN 1-31-22](#), Harm Reduction Series – Caregiver.
- j. Develop protocol for contractor to collaborate with all represented parties in the multidisciplinary team, as outlined in [Senate Bill 855](#) including but not limited to those with lived experience, tribes, child welfare, probation, children’s attorneys, Court Appointed Special Advocate (CASA), mental health, public health, law enforcement, substance abuse providers, and education. This must include when making decisions on appropriate use of harm reduction as applicable.
- k. Develop relationships with local law enforcement that seek partnership in prevention, intervention, and the development of protocols relating to a coordinated response as appropriate to help ensure the safety and placement stability of the Youth and reduce the frequency of law enforcement involvement and delinquency petitions at facilities.
- l. Develop protocol for local child welfare agencies and / or tribal placing agencies to refer Youth for placement, including verification of the utilization of an evidence-based screening tool to identify the Youth as a victim of CSE. This protocol shall include a Memorandum of Understanding (MOU) developed with the Bay Area Counties regarding referrals, placements, and negotiation of funding rates with the CDSS.
- m. Conduct ongoing intensive family finding and engagement, in partnership with the child placing agency, for all Youth as appropriate.
- n. Provide opportunities for Youth to connect with peers who reside outside of the placement setting.
- o. Increase opportunities for Youth to connect to the important people in their lives utilizing technology and visits as appropriate.
- p. Utilize the Child and Family Team (CFT) to deliver ongoing services and support Youth.
- q. Negotiate with the CDSS on the expected number of Youth to be placed over the course of the three-year agreement, with a minimum of 16 Youth served and 1,168 days of care. Work with referral sources to ensure awareness and encourage the referral of Youth when appropriate.

- r. Ensure continuous outreach efforts to encourage an increase in referrals, including, but not limited to, those with lived experience, tribes, child welfare, children's attorneys, mental health, public health, law enforcement, substance abuse providers, and education. Documentation and outcome of efforts will be provided in the quarterly report.
- s. Incorporate the California Integrated Core Practice Model for child welfare services and other direct services professionals into all practice and policy.
- t. Utilize a continuous quality improvement method to enhance the provision of services in the Emergency Placement Model and to create and implement a sustainability plan.

B. HOME-BASED CARE PLACEMENT MODEL

Deliverables: Contractor shall continue a Home-Based Care Placement model, that meets RFA standards, that will provide care and supervision to children/Youth abused through commercial sexual exploitation (CSE) within California's Bay Area. Home-based placements developed under this model must be available as foster care placements for multiple counties in the region to place CSE children/Youth upon execution of this Agreement.

1. Utilize a continuous quality improvement (CQI) method in developing the targeted recruitment strategy for resource families able and willing to provide care and supervision to Youth abused through CSE.
2. Continue to implement programming focused on caring for Youth that have experienced CSE. This programming must be supported by evidence, research, and recommendations from recent studies and reports such as [Research to Action Brief: Translating Research to Policy and Practice to Support Youth Impacted by Commercial Sexual Exploitation \(CSE\)](#).
3. Continue to provide training and support to resource families to become Intensive Services Foster Care (ISFC) or Therapeutic Foster Care (TFC) certified where appropriate.
4. Ensure resource families are utilizing harm reduction strategies as outlined in [ACIN 1-59-18](#), Introduction to the Harm Reduction Strategies Series as well as, [ACIN 1-31-22](#), Harm Reduction Series – Caregiver.
5. Continue to utilize the CDSS's contracted training providers to effectively educate resource parents caring for Youth who have experienced CSE.

- a. In addition to required resource family certification training, provide resource parents with relevant continuing education on topics including, but not limited to, understanding complex trauma, crisis intervention, use of harm reduction strategies, engagement techniques and prudent parenting and its application to CSE Youth.
6. Review and update the protocol for local child welfare agencies to refer Youth for placement to improve upon its process and include discussion of this protocol in any CQI conversations. This protocol must include an MOU with Bay Area Counties regarding referrals, placements, and negotiation of rates with the CDSS.
7. Conduct intensive family finding and engagement for all Youth as appropriate.
8. Require a 30-day notice policy for all resource families who desire to remove a Youth from their home.
9. Continue to provide a resource parent mentorship program for new and ongoing resource parents to utilize for additional support.
10. Utilize the coordinated response team with 24/7 availability to provide support to resource families and Youth when necessary.
11. Recruit and train secondary caregivers through the Family And Me (FAM) model to provide on-call emergency care and supervision as appropriate.
12. Increase opportunities for Youth to connect to the important people in their lives, as identified by the Youth, utilizing technology and visits as appropriate.
13. Provide opportunities for Youth to connect with peers who reside outside of the placement setting.
14. Provide opportunities for Youth to connect with family and their community of permanency.
15. Develop relationships with local law enforcement that seek partnership in prevention, intervention, and the development of protocols relating to a coordinated response as appropriate to help ensure the safety and placement stability of the Youth and reduce the frequency of law enforcement involvement

and delinquency petitions at resource family homes. Document attempts to develop these relationships and report out in quarterly reports to the CDSS and include in the project evaluation.

16. Utilize the Child and Family Team (CFT) to deliver ongoing services and support Youth.
17. Negotiate with the CDSS on the expected number of Youth to be placed over the course of the three-year Agreement, with a minimum of ten Youth to be served with ten primary and ten secondary caregivers, and 1,186 days of care for year one, 2,555 for year two and 2,738 for year three. Work with referral sources to ensure awareness and encourage referral of Youth when appropriate.
18. Ensure continuous outreach efforts to encourage an increase in referrals including, but not limited to, those with lived experience, tribes, child welfare, children's attorneys, mental health, public health, law enforcement, substance abuse providers, and education to encourage an increase in referrals. Documentation and outcome of efforts shall be provided in the quarterly reports.
19. Incorporate the California Integrated Core Practice Model for child welfare services and other direct services professionals into all practice and policy.
20. Utilize a CQI method to enhance the provision of services in the Home-Based Care Placement Model and to create and implement a sustainability plan.

C. SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM

Deliverables: Contractor shall continue to implement a minimum 6-bed Short-Term Residential Therapeutic Program (STRTP) through partnerships with existing STRTPs. This STRTP model is to provide care and supervision to Youth abused through CSE. The STRTPs utilized under this model must be available as a foster care placement for multiple counties in the region to place children/Youth who have experienced CSE within 6 months of the execution of this Agreement. The deliverable can also be achieved through the establishment of a partnership with existing licensed STRTPs. An existing STRTP must also meet and complete the criteria listed below and all STRTP Interim Licensing Standards.

- a. Recruit, hire, and train qualified staff as per the current STRTP Interim Licensing Standards to provide services to Youth abused through CSE within the residential setting.
- b. Provide staff with training related, but not limited to, engagement, harm reduction, trauma and trafficking, culturally relevant trauma-informed care, crisis

intervention, and vulnerable sub-populations such as tribal communities and Lesbian Gay Bisexual Transgender Queer and Intersex (LGBTQI) Youth.

- c. Continue to enhance programming focused on caring for Youth that have experienced CSE. This programming must be supported by evidence, research, and recommendations from recent studies and reports such as [Research to Action Brief: Translating Research to Policy and Practice to Support Youth Impacted by Commercial Sexual Exploitation \(CSE\)](#).
- d. Continue to implement programming that has flexibility in placement durations to meet particular needs of Youth and are in compliance with California Code of Regulations Licensing Standards.
- e. Review and update the existing protocol for local child welfare, and/or tribal agencies to refer Youth for placement. This protocol must include a MOU with Bay Area Counties regarding referrals, placements, and negotiation of funding rates with the CDSS.
- f. Continue to develop programming structure grounded in harm reduction principles, as demonstrated in the Program Statement, and as outlined in [ACIN 1-59-18](#), Introduction to the Harm Reduction Strategies Series as well as, [ACIN 1-31-22](#), Harm Reduction Series – Caregiver.
- g. Continue a staffing structure that is supportive of Youth abused through CSE, as demonstrated in the Program Statement.
- h. Continue to implement program curriculum that is restorative in nature and creates frequent opportunity for Youth choice, as demonstrated in the Program Statement.
- i. Conduct ongoing intensive family finding and engagement for all Youth as appropriate.
- j. Utilize the coordinated response team to deliver services and provide timely support to Youth and their families 24 hours a day, seven days a week.
- k. Utilize case plan structure that supports the individual needs of each Youth that is trauma-informed, culturally relevant and age and developmentally appropriate, and is adaptable as those needs change.
- l. Utilize the CFT to deliver ongoing services and support Youth.
- m. Increase opportunities for Youth to connect to the important people in their lives, as identified by the Youth, utilizing technology and visits as appropriate.

- n. Provide opportunities for Youth to connect with peers who reside outside of the placement setting.
- o. Provide appropriate and timely care, including trauma-informed, culturally-and-language appropriate, and individualized services which addresses the physical and mental health needs of Youth who have been exploited, including reproductive health and substance use disorder treatment.
- p. Continue to develop relationships with local law enforcement seeking partnership in prevention, intervention and the development of protocols relating to a coordinated response as appropriate, to ensure safety and stability of Youth, and targeted at reducing the frequency of law enforcement involvement and delinquency petitions at facilities. Document attempts to develop these relationships and report out in quarterly reports to the CDSS and include in the project evaluation.
- q. Negotiate with the CDSS on the expected number of Youth to be placed over the course of the three-year agreement, with a minimum of ten Youth served and 1,825 days of care. Work with referral sources to ensure awareness and encourage the referral of Youth when appropriate.
- r. Ensure continuous outreach efforts to include, but not limited to those with lived experience, tribes, child welfare, children's attorneys, mental health, public health, law enforcement, substance abuse providers, and education. Documentation and outcome of efforts will be provided in the quarterly reports.
- s. Support all county STRTP placements of Youth placed through this continuum throughout the duration of the agreement.
- t. Incorporate the California Integrated Core Practice Model for child welfare services and other direct services professionals into all practice and policy.
- u. Utilize a continuous quality improvement method to enhance the provision of services in the STRTP Model and to create and implement a sustainability plan.
- v. Comply with all federal Qualified Residential Treatment Program Requirements (QRTP), as detailed in [ACIN I-73-21](#).

D. SERVICES CENTER

Deliverables: Contractor shall continue the operation of a multidisciplinary services center to engage with and deliver services to Youth abused through CSE, with capacity to provide 24/7 services.

1. Continue to operate a center that is Youth-informed, Youth friendly and offers a multitude of on-site services including, but not limited to, mental health, vocational, educational, recreational, and first aid. These services must be offered at a minimum of weekly.
2. Recruit and co-locate multi-system providers including, but not limited to, child welfare, mental health, probation, law enforcement, peer mentors, health care, and advocates to provide individualized services. Number of Youth accessing each available service will be tracked and reported out monthly to the CDSS, as well as documented in quarterly reports and shared with the project evaluators.
3. Engage Youth through a partnership with community providers and continuous outreach efforts. Documentation and outcomes of efforts will be provided in the quarterly reports and shared with the project evaluators.
4. Maintain environment for Youth to seek safety and fulfill basic needs including food, clothing, hygiene products, showers, laundry service, and access to technology as appropriate. Number of Youth accessing each of these basic needs services shall be tracked and reported out monthly to the CDSS, as well as documented in quarterly reports and shared with the project evaluators.
5. Utilize trauma-informed and harm reduction principles, as outlined in [ACIN 1-59-18](#), Introduction to the Harm Reduction Strategies Series as well as, [ACIN 1-31-22](#), Harm Reduction Series – Caregiver, in service delivery.
6. Establish a physical space designated for the coordination of all services and placements provided through the continuum.
7. Continue developing and improving upon the data sharing protocol and document the continuous quality improvement (CQI) efforts utilized to continue to enhance the services provided throughout the life of the Agreement.
8. Serve a minimum of 300 Youth over the course of the three-year agreement with 1,750 drop-in contacts. Number of unduplicated Youth, number of drop-ins, and their average length of time accessing the services center will be tracked and reported monthly to the CDSS, as well as documented in quarterly reports and shared with the project evaluators.
9. Create a plan for sustainability of the center and long-term funding throughout the entirety of the Agreement. This plan must be synthesized and presented to the CDSS upon completion of the agreement.

E. COORDINATED RESPONSE TEAM

Deliverables: Contractor shall maintain and support a multidisciplinary mobile wraparound team to provide specialty mental health and case management services to Youth abused through CSE and their caregivers / families with capacity for 24/7 response.

1. Utilize a protocol for community-based providers, child welfare agencies to refer Youth for services. Revisit the protocol every six months, or with more frequency if needed, to identify ways in which the protocol can be continuously improved upon.
2. Utilize high fidelity wraparound team to include, but not be limited to, clinicians, parent partners, behavioral specialists, and peer advocates/specialists as appropriate.
3. Utilize a rapid response protocol to respond immediately to a Youth and their family/caregiver as appropriate. Revisit the protocol on an ongoing basis to identify ways in which the protocol can be continuously improved upon.
4. Implement protocols around how to utilize the coordinated response team within the Emergency Placement, Home-Based Care, and STRTP placement models. Revisit the protocol on an ongoing basis to identify ways in which the protocol can be continuously improved upon.
5. Increase capacity for 24/7 response to support the needs of Youth and their caregivers/families as appropriate. The 24/7 response shall include an on-call capacity, with policies and procedures related to triaging the calls and determining when a request meets necessity for an in-person response, acknowledging the majority of crisis occur outside standard business hours.
6. Increase capacity to provide wraparound services multiple times weekly as appropriate.
7. Increase capacity to provide in-home services to Youth residing with biological or relative caregivers.
8. Negotiate with the CDSS on the expected number of Youth to be served over the course of the three-year contract with a minimum of 36 Youth. Work with referral sources to ensure awareness and encourage the referral of Youth when appropriate.
9. Utilize a protocol to identify individualized placement and services for each Youth served, including culturally appropriate, harm reduction and trauma informed services and placements.

10. Incorporate the California Integrated Core Practice Model for child welfare services and other direct services professionals into all practice and policy.
11. Utilize a continuous quality improvement method to enhance the provision of services in the Coordinated Response Team Model and to create and implement a sustainability plan.
12. Provide support for Youth transitioning to an appropriate placement and provide ongoing services as Youth are placed throughout the continuum.

F. EVALUATION

1. Contractor shall continue the comprehensive evaluation, by an independent, third-party evaluator of the Home-Based Care Placement Model, Short Term Residential Therapeutic Program, Services Center, and Coordinated Response Team components of the previous placement pilot program. This evaluation shall include input from Youth who have experienced CSE served by the pilot continuum as well as Youth who have experienced CSE not served by the pilot continuum.
2. Complete and provide a comprehensive evaluation of the Emergency Placement Model, as well as a review of each of the components described in Section I above, by the same independent, third-party evaluator measuring the Model's effectiveness, impact on Youth outcomes, and barriers to and recommendations for replicating the Model. This evaluation shall include input from Youth who have experienced CSE served by the pilot continuum as well as Youth who have experienced CSE not served by the pilot continuum.
 - a. Within three months of the executed agreement, the contractor shall work with the CDSS to identify data to be collected by contractor, intended outcomes for Youth and families, as well as measures required to describe those outcomes.
 - b. Within three months of the executed agreement, identify measures to track the Model's multi-system collaborative response impact on Youth outcomes.
 - c. Evaluation shall include a process to solicit feedback on an ongoing basis from resource parents and foster Youth to measure their level of satisfaction for services by the Contractor and/or subcontractors, if applicable, and the responsiveness to continuously improve the Pilot Continuum in response to that feedback.

3. Complete and provide interim and final reports summarizing barriers to, and recommendations for, sustaining and replicating the Pilot Continuum throughout the state.
 - a. At a minimum, an interim report shall be provided to the CDSS every 12 months, after contract execution, except for the final year of this Agreement in which a final report shall be provided to the CDSS before the expiration of this Agreement.
 - b. A pre-publication draft of the final report shall be provided to the CDSS at least 90 calendar days before the expiration of this Agreement for the CDSS to review and provide comments and input for consideration, if necessary. The CDSS shall use its best efforts to provide feedback regarding the pre-publication final report within 30 calendar days of receipt.
 - c. CDSS statements shall be included in the executive summary of the final report for publication. These statements may include, but are not limited to, the following: The State of California provided financial support for the Pilot Continuum and its evaluation. The opinions and conclusions expressed herein are solely those of the authors and shall not be considered a representation of the policy of the CDSS or any collaborating agency or department, including local agencies, of the State of California.
 - d. Failure to obtain, maintain or comply with the requirements of the Committee for the Protection of Human Subjects approval may constitute a material breach of this Agreement and grounds for immediate termination of this Agreement.
4. Follow the CDSS recommendations for de-identification of the CSE Youths', caregivers', or families' identities for any publication related to the services of this Agreement, including the Evaluation. This paragraph survives the expiration or termination of this Agreement.

**EXHIBIT B
 (Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. The maximum amount payable under this Agreement shall not exceed \$7,000,000.00. Shown below are the amounts that cannot be exceeded for each of the fiscal year(s):

2022/23	\$7,000,000.00
2023/24	\$0.00
2024/25	\$0.00

2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), CDSS agrees to pay the Contractor for said services in accordance with the rates specified in Exhibit B - Attachment 1, Exhibit B - Attachment 2, and Exhibit B - Attachment 3.
3. Funding for necessary travel expenses and per diem are included in this agreement and will be reimbursed at rates established by the California Department of Human Resources (CalHR) for comparable classes. (See <https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>). Contractor shall itemize travel expenses, including receipts, and submit to CDSS Program Contract Manager for approval. This approval, including itemization and receipts must be attached to the invoice submitted for payment.

No travel outside of the State of California by Contractor shall be reimbursed unless there is prior written authorization from CDSS. Per Government Code section 11139.8, travel to states currently subject to California’s ban on state-funded and state-sponsored travel is prohibited.

4. Invoices shall include the Agreement Number 22-7009 and Reporting Structure 51809990 and shall be submitted in triplicate not more frequently than monthly in arrears to:

California Department of Social Services
 Children and Family Services Division
 Foster Care Support Services Bureau
 744 P Street, M.S. 8-11-87
 Sacramento, CA 95814
 Attn: Darrin Holt
 Email: Darrin.Holt@dss.ca.gov

Any invoices submitted without the above referenced information may be returned to the Contractor for further re-processing.

EXHIBIT B
(Standard Agreement)

B. State Budget Contingency Clause

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CDSS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDSS shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

C. For Contract with Federal Funds

1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.
3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
4. CDSS has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

D. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

E. Review

CDSS reserves the right to review service levels and billing procedures as they impact charges against this Agreement.

**EXHIBIT B
(Standard Agreement)**

F. Final Billing

Invoices for services must be received by CDSS within 90 days following each state fiscal year, or 90 days following the end of the contract term, whichever comes first. The final invoice must include the statement “Final Billing.”

G. Nonresident Tax Withholdings

Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have seven percent of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.

H. Budget Modification Without Written Contract Amendment

Line-item shifts of up to ten percent (10%) of the annual contract total are allowable within the same fiscal year, subject to the prior review and approval of CDSS. Line-item shifts that meet this criterion do not require a formal contract amendment. Any line-item shift exceeding this amount must be executed through a formal contract amendment. All requests for line-item shifts must be submitted in writing using the form provided in Exhibit B – Attachment 4, Request for Budget Modification, and include a substantial business justification for the shift. Fund shifts which increase indirect costs are prohibited. If the Agreement is formally amended for any other purpose, all line-item shifts agreed to by the parties and not previously included in an amendment must be included in the amendment.

BUDGET SUMMARY

**Contract Term of January 1, 2023
 through December 31, 2025**

Budget Item	
Personnel	\$ 780,374.39
Subcontractors	\$6,101,988.17
Travel	\$0.00
Space	\$0.00
Equipment	\$0.00
Furniture	\$0.00 -
Consumable Supplies	\$0.00
Utilities	\$0.00
Communications	\$0.00
Printing	\$0.00
Indirect Costs	\$81,637.44
Other	\$36,000.00
Total Expenditures	\$7,000,000.00

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

A. Dispute Provisions

1. If Contractor disputes a decision of the State's Project Representative regarding the performance of this Agreement or on other issues for which the Project Representative is authorized by this Agreement to make a binding decision, Contractor shall provide written dispute notice to the State's Project Representative within 15 calendar days after the date of the action. The written dispute notice shall contain the following information:
 - a. the decision under dispute;
 - b. the reason(s) Contractor believes the decision of the State's Project Representative to have been in error (if applicable, reference pertinent contract provisions);
 - c. identification of all documents and substance of all oral communication which support Contractor's position; and
 - d. the dollar amount in dispute, if applicable.
2. Upon receipt of the written dispute notice, the State program management will examine the matter and issue a written decision to Contractor within 15 calendar days. The decision of State program management shall contain the following information:
 - a. a description of the dispute;
 - b. a reference to pertinent contract provisions, if applicable;
 - c. a statement of the factual areas of agreement or disagreement; and
 - d. a statement of the representative's decision with supporting rationale.
3. The decision of the State program management shall be final unless, within 30 calendar days from the date of receipt of the decision, Contractor files with the California Department of Social Services a notice of appeal addressed to:

California Department of Social Services
744 P Street, M.S. 9-6-747
Sacramento, CA 95814
Attention: Chief, Contracts and Procurement Services Branch

Pending resolution of any dispute, Contractor shall diligently continue all contract work and comply with all of the Project Representative's orders and directions.

**EXHIBIT D
(Standard Agreement)****B. Termination Without Cause**

This Agreement may be terminated without cause by the State upon 30 days written notice to Contractor.

C. Debarment and Suspension

For federally funded agreements, Contractor certifies that to the best of their knowledge and belief that they and their principals or affiliates or any subcontractor utilized under this Agreement, are not debarred or suspended from federal financial assistance programs and activities, nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also certifies that it or any of its subcontractors are not listed with any active exclusions on the System for Award Management (<http://www.sam.gov>) (Executive Order 12549, 2 C.F.R. Parts 180, 376, 417 and 2336).

D. Certification Regarding Lobbying

The following provisions are applicable to Cooperative Agreements and Contracts exceeding \$100,000 in federal funds:

1. For agreements with contractors who are State entities not under the authority of the Governor, or cities, private firms, or agencies which are receiving in excess of \$100,000 in federal funds from CDSS to perform services. By signing this Agreement, Contractor certifies that to the best of their knowledge and belief, that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or agreement, the undersigned shall complete and submit

**EXHIBIT D
(Standard Agreement)**

Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- c. Contractor shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.
2. This certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of no less than \$10,000 and not more than \$100,000 for each such failure.
3. Nonprofit organizations and Institutes of Higher Education are also required to comply with the lobbying provisions contained in 2 C.F.R. section 200.450 and 45 C.F.R. section 75.450.

E. Unruh Civil Rights Act and the Fair Employment & Housing Act

By entering into this Agreement, Contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and if Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act or the Fair Employment and Housing Act.

F. Computer Software Copyrights

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

G. OMB Audit

Pursuant to Office of Management and Budget (OMB) audit requirement regulations (2 C.F.R. § 200.501), non-federal entities that expend \$750,000 or more in a year in federal awards from all sources combined shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 C.F.R. section 200.514 (previously OMB Circular A-133). All OMB audit reports shall meet the

**EXHIBIT D
(Standard Agreement)**

report submission requirements established in 2 C.F.R. section 200.512 and a copy shall be forwarded to CDSS.

H. Subcontractors

The following provision is applicable to agreements in which the Contractor subcontracts out a portion of the work performed under this Agreement:

Contractor may enter into subcontracts for the services to be performed at Contractor's expense, provided such subcontracts are consistent with this Agreement. Nothing contained in this Agreement or otherwise shall create any contractual relationship between CDSS and any subcontractors, and no subcontractor shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be fully responsible to CDSS for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from the obligation of CDSS to make payments to Contractor. As a result, CDSS shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDSS, make copies available for approval, inspection, or audit. Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement and shall, as applicable, advise all subcontractors of their obligations to comply with the terms of the Agreement between CDSS and Contractor.

I. Indirect Costs/Administrative Overhead

Where allowed and identified in this Agreement, Contractor may claim indirect costs. Indirect costs are expenses incurred for administrative services such as, but not limited to, accounting; personnel and payroll administration; accounts payable services; general and specialized insurance coverage; compliance and regulatory monitoring; independent audit services; and legal services. Indirect costs are applied to personnel, operating expenses, supplies, equipment, and travel expenses. Contractor shall ensure that all administrative fees are reasonable considering the services being provided. Contractor may only pay overhead charges on the first \$25,000 of each subcontract. Any subcontractor receiving \$25,000 or more must be clearly identified in the budget display and excluded when the total indirect costs are calculated. Line-item budget shifts which increase the indirect costs shall not be allowed.

**EXHIBIT D
(Standard Agreement)****J. Accessibility Requirements**

Contractor shall comply with California Government Code sections 7405 and 11135 which requires, among other things, that Contractor shall comply with the accessibility requirements of Section 508 of the Federal Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. All Contractor deliverables shall meet the requirements of the Web Content Accessibility Guidelines 2.0, or a subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at minimum Level AA success criteria. Contractor shall respond to and resolve any complaint regarding accessibility of its products or services that is brought to its attention.

K. Russia – Ukraine Conflict Economic Sanctions

Contractor shall ensure compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions). Economic sanctions include, but are not limited to, refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), and not transferring technology to Russia or Russian entities. Contractor(s) are further notified that they will be subject to additional reporting requirements pursuant to Executive Order (N-6-22) issued on March 4, 2022, and any other subsequently issued orders.

EXHIBIT E
(Standard Agreement)**ADDITIONAL PROVISIONS****A. Confidentiality Requirements**

Contractor and its employees agree to comply with CDSS Confidentiality and Information Security Requirements as described in Exhibit E – Attachment 1.

B. Insurance Requirements

1. Contractor, at his/her own expense, shall maintain the following insurance coverage:
 - a. Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

The policy must include California Department of Social Services, State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract.

This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management. In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insureds under Contractor's insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

- b. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State. The waiver of subrogation endorsement is to be provided with the certificate of insurance.

EXHIBIT E
(Standard Agreement)

2. Certificates evidencing Contractor's insurance coverage shall be filed with CDSS prior to execution of this Agreement.

C. General Provisions Applying to All Insurance Policies

1. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
2. Policy Cancellation / Termination & Notice of Non-Renewal – Contractor shall provide to the State within five business days a copy of any notice of Cancellation/Termination or Non-renewal received by contractor for any of the required insurance policies. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
3. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
4. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
5. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
6. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
7. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.

D. Substitution of Subcontractor

Contractor may not substitute any subcontractor without advance written consent of CDSS.

EXHIBIT E
(Standard Agreement)

E. Intellectual Property Rights

1. All deliverables as defined in the Scope of Work originated or prepared by the Contractor and subcontractors pursuant to this agreement, including without limitation, all papers, reports, charts, and other documentation, but not including Contractor's administrative communications and records relating to this agreement, shall upon delivery and acceptance by CDSS, become the exclusive property of CDSS.
 2. CDSS grants to Contractor a non-exclusive royalty free license to the deliverables to use, reproduce, distribute and sublicense to additional persons on the same royalty-free basis.
 3. This agreement does not preclude the Contractor and subcontractors from developing materials outside this agreement, which are competitive, irrespective of their similarity to materials that might be delivered to CDSS pursuant to this agreement. All preexisting intellectual property, copyright, trademarks and products of the Contractor shall continue to be the property of the Contractor.
- F.** State reserves the right to have prior approval over the location, costs, dates, agenda, instructors, instructional materials and attendees for all training seminars, workshops, conferences, and over any reimbursable publicity or educational materials to be made available for distribution.
- G.** Contractor must receive in writing, prior authorization from the State for reimbursement of any purchase order or subcontract exceeding \$2,500 for any articles, supplies, equipment, or services. Contractor shall provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost and the reasonableness of the price or cost. Three competitive quotations should be submitted or adequate justification provided for the absence of bidding.
- H.** Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property when such work would enhance the value of the property to the benefit of the owner.

**The California Department of Social Services
Confidentiality and Information Security Requirements
Non-IT Services - v 2019 01**

This Confidentiality and Information Security Requirements Exhibit (hereinafter referred to as "this Exhibit") sets forth the information security and privacy requirements Contractor/Entity (hereinafter referred to as "Contractor") is obligated to follow with respect to all confidential and sensitive information (as defined herein) disclosed to or collected by Contractor, pursuant to Contractor's Agreement (the "Agreement") with the California Department of Social Services (hereinafter "CDSS") in which this Exhibit is incorporated. The CDSS and Contractor desire to protect the privacy and provide for the security of CDSS Confidential, Sensitive, and/or Personal (CSP) Information (hereinafter referred to as "CDSS CSP") in compliance with state and federal statutes, rules and regulations.

- I. **Order of Precedence.** With respect to information security and privacy requirements for all CDSS CSP, unless specifically exempted, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the Agreement between Contractor and CDSS.
- II. **Effect on lower tier transactions.** The terms of this Exhibit shall apply to all lower tier transactions (e.g. agreements, sub-agreements, contracts, subcontracts, and sub-awards, etc.). Contractor shall incorporate the contents of this Exhibit into each lower tier transaction.
- III. **Confidentiality of Information.**
 - a. **DEFINITIONS.** The following definitions apply to this Exhibit and relate to CDSS Confidential, Sensitive and/or Personal Information.
 - i. "Confidential Information" is information maintained by the CDSS that is exempt from disclosure under the provisions of the California Public Records Act (Government Codes Sections 6250 et seq.) or has restrictions on disclosure in accordance with other applicable state or federal laws.
 - ii. "Sensitive Information" is information maintained by the CDSS, which is not confidential by definition, but requires special precautions to protect it from unauthorized access and/or modification (i.e., financial or operational information). Sensitive information is information in which the disclosure would jeopardize the integrity of the CDSS (i.e., CDSS' fiscal resources and operations).
 - iii. "Personal Information" is information, in any medium (paper, electronic, or oral) that identifies or describes an individual (i.e., name, social security number, driver's license, home/mailling address, telephone number, financial matters with security codes, medical insurance policy number, Protected Health Information (PHI), etc.) and must be protected from inappropriate access, use or disclosure and must be made accessible to information subjects upon request. It can also be information in the possession of the Department in which the disclosure is limited by law or contractual Agreement (i.e., proprietary information, etc.).
 - iv. "Breach" is
 1. the unauthorized acquisition, access, use, or disclosure of CDSS CSP in a manner which compromises the security, confidentiality or integrity of the information; or

2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
- v. "Information Security Incident" is
1. unauthorized access or disclosure, modification or destruction of, or interference with, CDSS CSP that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of any state or federal law or in a manner not permitted under the Agreement between Contractor and CDSS, including this Exhibit.
- b. CDSS CSP which may become available to Contractor as a result of the implementation of the Agreement shall be protected by Contractor from unauthorized access, use, and disclosure as described in this Exhibit.
- c. Contractor is notified that unauthorized disclosure of CDSS CSP may be subject to civil and/or criminal penalties under state and federal law, including but not limited to:
- California Welfare and Institutions Code section 10850
 - Information Practices Act - California Civil Code section 1798 et seq.
 - Public Records Act - California Government Code section 6250 et seq.
 - California Penal Code Section 502, 11140-11144, 13301-13303
 - Health Insurance Portability and Accountability Act of 1996 ("HIPAA") - 45 CFR Parts 160 and 164
 - Safeguarding Information for the Financial Assistance Programs - 45 CFR Part 205.50
 - Unemployment Insurance Code section 14013
- d. **EXCLUSIONS.** "Confidential Information", "Sensitive Information", and "Personal Information" (CDSS CSP) does not include information that
- i. is or becomes generally known or available to the public other than because of a breach by Contractor of these confidentiality provisions;
 - ii. already known to Contractor before receipt from CDSS without an obligation of confidentiality owed to CDSS;
 - iii. provided to Contractor from a third party except where Contractor knows, or reasonably should know, that the disclosure constitutes a breach of confidentiality or a wrongful or tortious act; or
 - iv. independently developed by Contractor without reference to the CDSS CSP.

IV. Contractor Responsibilities.

- a. Contractor shall instruct all employees, agents, and subcontractors with access to the CDSS CSP regarding:
 - i. The confidential nature of the information;

- ii. The civil and criminal sanctions against unauthorized access, use, or disclosure found in the California Civil Code Section 1798.55, Penal Code Section 502 and other state and federal laws;
 - iii. CDSS procedures for reporting actual or suspected information security incidents in Paragraph V - Information Security Incidents and/or Breaches; and
 - iv. That unauthorized access, use, or disclosure of CDSS CSP is grounds for immediate termination of this Agreement with CDSS, and Contractor and may be subject to penalties, both civil and criminal.
- b. Use Restrictions.** Contractor shall take the appropriate steps to ensure that their employees, agents, and subcontractors will not intentionally seek out, read, use, or disclose the CDSS CSP other than for the purposes described in the Agreement and to meet its obligations under the Agreement.
- c. Disclosure of CDSS CSP.** Contractor shall not disclose any individually identifiable CDSS CSP to any person other than for the purposes described in the Agreement and to meet its obligations under the Agreement.
- d. Subpoena.** If Contractor receives a subpoena or other validly issued administrative or judicial notice requesting the disclosure of CDSS CSP, Contractor will immediately notify the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer. In no event should notification to CDSS occur more than three (3) business days after receipt by Contractor's responsible unit for handling subpoenas and court orders.
- e. Confidentiality Safeguards.** Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the CDSS CSP that it creates, receives, maintains, uses, or transmits pursuant to the Agreement. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities.
- f. Nothing in this Agreement shall restrict Contractor's use of:**
 - i. Information obtained by Contractor from public records or other sources generally available to the public, including but not limited to, academic publications and data extracts.
 - ii. Contractor's pre-existing data, reports or similar information.
 - iii. Non-confidential information received by Contractor from a third party or non-confidential information created or developed by Contractor, with the exception of information specifically identifying or intending to identify an applicant for, or recipient of, public social services.

V. Information Security Incidents and/or Breaches of CDSS CSP

- a. CDSS CSP Information Security Incidents and/or Breaches Response Responsibility.** The Contractor shall be responsible for facilitating the Information Security Incident and/or Breach response process as described in California Civil Code 1798.82(f), and State Administrative Manual (SAM) Section 5340, Information Security Incident Management, including, but not limited to, taking:
 - i. Prompt corrective action to mitigate the risks or damages involved with the Information Security Incident and/or Breach and to protect the operating environment; and
 - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- b. Discovery and Notification of Information Security Incidents and/or Breaches of CDSS CSP.** Contractor shall notify the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer of an Information Security Incident and/or Breach as expeditiously as practicable and without unreasonable delay, taking into account the time necessary to allow Contractor to determine the scope of the Information Security Incident and/or Breach, but no later than three (3) calendar days after the discovery of an Information Security Incident and/or Breach. Notification is to be made by telephone call and email.
- c. Investigation of Information Security Incidents and/or Breaches.** Contractor shall promptly investigate Information Security Incidents and/or Breaches of CDSS CSP. CDSS shall have the right to participate in the investigation of such Information Security Incidents and/or Breaches. CDSS shall also have the right to conduct its own independent investigation, and Contractor shall cooperate fully in such investigations. Contractor is not required to disclose their un-redacted confidential, proprietary, or privileged information. Contractor will keep CDSS fully informed of the results of any such investigation.
- d. Updates on Investigation.** Contractor shall provide regular (at least once a week) email updates on the progress of the Information Security Incident and/or Breach investigation of CDSS CSP to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer until the updates are no longer needed, as mutually agreed upon between Contractor and the CDSS Information Security and Privacy Officer. Contractor is not required to disclose their un-redacted confidential, proprietary, or privileged information.
- e. Written Report.** Contractor shall provide a written report of the investigation to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer within thirty (30) business days of the discovery of the Information Security Incident and/or Breach of CDSS CSP. Contractor is not required to disclose their un-redacted confidential, proprietary, or privileged information. The report shall include, but not be limited to, if known, the following:
 - i. Contractor point of contact information;
 - ii. A description of what happened, including the date of the Information Security Incident and/or Breach of CDSS CSP and the date of the discovery of the Information Security Incident and/or Breach, if known;

- iii. A description of the types of CDSS CSP that were involved and the extent of the information involved in the Information Security Incident and/or Breach;
- iv. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed CDSS CSP;
- v. A description of where the CDSS CSP is believed to have been improperly transmitted, sent, or utilized;
- vi. A description of the probable causes of the improper use or disclosure;
- vii. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered; and
- viii. A full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Information Security Incident and/or Breach of CDSS CSP.

f. Cost of Investigation and Remediation. Per SAM Section 5305.8, Contractor shall be responsible for all direct and reasonable costs incurred by CDSS due to Information Security Incidents and/or Breaches of CDSS CSP resulting from Contractor’s failure to perform or from negligent acts of its personnel, and resulting in the unauthorized disclosure, release, access, review, or destruction; or loss, theft or misuse of an information asset. These costs include, but are not limited to, notice and credit monitoring for twelve (12) months for impacted individuals, CDSS staff time, material costs, postage, media announcements, and other identifiable costs associated with the Information Security Incident, Breach and/or loss of data.

VI. Contact Information. To direct communications to the above referenced CDSS staff, Contractor shall initiate contact as indicated herein. CDSS reserves the right to make changes to the contact information below by giving written notice to Contractor. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

CDSS Program Contract Manager	CDSS Information Security & Privacy Officer
See the Scope of Work exhibit for Program Contract Manager information	California Department of Social Services Information Security & Privacy Officer 744 P Street, MS 9-9-70 Sacramento, CA 95814 Email: iso@dss.ca.gov Telephone: (916) 651-5558

VII. Termination. An Information Security Incident and/or Breach of CDSS CSP by Contractor, its employees, agents, or subcontractors, as determined by CDSS, may constitute a material breach of the Agreement between Contractor and CDSS and grounds for immediate termination of the Agreement.

Appendix G – Dispute Resolution Procedure for Health and Human Services Nonprofit Contractors

The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or contract between the City and County of San Francisco and nonprofit health and human services contractors.

Contractors and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department. If informal discussion has failed to resolve the problem, contractors and departments should employ the following steps:

- Step 1: The contractor will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the contractor or provide a written response to the contractor within 10 working days.
- Step 2: Should the dispute or concern remain unresolved after the completion of Step 1, the contractor may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the contractor. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.
- Step 3: Should Steps 1 and 2 above not result in a determination of mutual agreement, the contractor may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the contractor. The Department will respond in writing within 10 working days.

In addition to the above process, contractors have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Contracting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline contracting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at <https://sfgov.org/ccsfgsa/city-nonprofit-contracting-task-force>.

The Review/Appellate Panel oversees the implementation of the Task Force report. The Panel is composed of both City and nonprofit representatives. The Panel invites contractors to submit concerns about a department's implementation of the policies and procedures. Contractors can notify the Panel after Step 2. However, the Panel will not review the request until all three steps are exhausted. This review is limited to a concern regarding a department's implementation of the policies and procedures in a manner which does not improve and streamline the contracting process. This review is not intended to resolve substantive disputes under the contract such as change orders, scope, term, etc. The contractor must submit the request in writing to purchasing@sfgov.org. This request shall describe both the nature of the concern and why the process to date is not satisfactory to the contractor. Once all steps are

exhausted and upon receipt of the written request, the Panel will review and make recommendations regarding any necessary changes to the policies and procedures or to a department's administration of policies and procedures.

**CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT ON THE STATUS OF WOMEN**

FIRST AMENDMENT TO GRANT AGREEMENT

BETWEEN

CITY AND COUNTY OF
SAN FRANCISCO

AND

SENECA FAMILY OF AGENCIES

FIRST AMENDMENT

This AMENDMENT of the APRIL 1, 2023 Grant Agreement (the “Agreement”) is dated as of JULY 28, 2023 and is made in the City and County of San Francisco, State of California, by and between SENECA FAMILY OF AGENCIES (“Grantee”) and the City and County of San Francisco, a municipal corporation (“City”) acting by and through DEPARTMENT ON THE STATUS OF WOMEN (“Department”),

RECITALS

WHEREAS, the Department submitted documents for the “CSEC Placement and Services Continuum Model Contract” to fund the matters set forth in a grant plan; and summarized briefly as follows:

To continue to develop, implement, and provide a Continuum of Placement and services model, known as the Placement and Services Model (hereinafter referred to as the “Pilot Continuum”), that will directly benefit youth who are at risk of, or have experienced CSE, as well as their caregivers through promoting the well-being and permanency of the youth; and

WHEREAS, the Parties’ grant proposal focused on working with collaborative partners in planning, designing, and implementing the SF Bay Area SOL collaborative, and

WHEREAS, on January 1, 2023, the California Department of Social Services (“CDSS”) awarded the City \$7,000,000; and

WHEREAS, CDSS requested Department work with Seneca Family of Agencies as a continuation of Seneca Family of Agencies work on the Pilot Continuum; and

WHEREAS, pursuant to Administrative Code Section 21G.3(a), the competitive solicitation requirements under Chapter 21G do not apply to this Grant Agreement because Seneca Family of Agencies must be the Grantee in order to comply with the CDSS grant agreement with Department; and

WHEREAS, the Agreement is being amended for the first time to update the maximum amount of grant funds and to add to Appendix B, Section IV; and

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

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

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

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

(a) Section 5.1. Section 5.1 ("Maximum Amount of Grant Funds") of the Grant Agreement currently reads as follows:

5.1 **Maximum Amount of Grant Funds.** In no event shall the amount of Grant Funds disbursed hereunder **FOUR HUNDRED THIRTY-EIGHT THOUSAND SIX HUNDRED SIXTY** Dollars (\$438,660).

*The maximum amount of grant funds is increased by \$15,000 for a total amount of \$453,660. Such section is hereby amended to read as follows (changes in **bold**):*

5.1 **Maximum Amount of Grant Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed **FOUR HUNDRED FIFTY-THREE THOUSAND SIX HUNDRED SIXTY** Dollars (**\$453,660**).

(b) Addition to Appendix B, Section IV

Appendix B. Appendix B, Section IV is hereby added to Appendix B, which is attached to this Amendment and fully incorporated within the Agreement.


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


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

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

CITY
DEPARTMENT ON THE STATUS OF WOMEN

GRANTEE:
SENECA FAMILY OF AGENCIES

DocuSigned by:

By: _____
KIMBERLY ELLIS
Director


DocuSigned by:

By: _____
LETICIA GALYEON, LCSW
CEO/President

Approved as to Form:

David Chiu
City Attorney

Federal Tax ID #: 94-2971761

City Supplier Number: 000011264

DocuSigned by:

By: _____
CHRISTINA FLETES-ROMO
Deputy City Attorney

Appendix B – Definition of Grant Plan

IV. Budget Narrative and Invoice Template

PERSONNEL COSTS (TOTAL \$223,660)

Activity Type	Hourly Rate	Projected Hours	Projected Total Budget
Tier 1: Leadership	\$250	379	\$94,750
Tier 2: Direct Care	\$115	994	\$114,310
Tier 3: Administrative	\$75	328	\$24,600
Total		1701	\$233,660

This reflects only time spent doing activities unique to this pilot project over the next several years that are not already funded by existing funding streams including placement rate, behavioral health and SB163. This reflects time for the Placement team, as well as the wraparound team.

Tier 1: Leadership

Leadership line includes CEO, Executive Director, Director and Supervisor time spent in SF SOL consultation meetings, participating in SF SOL/FAM work groups, advising on other projects connected to SF SOL, and supervisor time in training series.

Tier 2: Direct Care

Direct Care time reflects clinician, support counselor, and recruiter and recruitment supervisor time spent participating in the training, SF SOL/FAM consultation meetings, and providing additional support to secondary FAMs outside of the work Seneca would ordinarily do in recruitment. This also includes time clinicians spend on additional documentation and meetings with data team.

Tier 3: Administrative

Administrative time reflects Seneca’s Health Information Specialist time for supporting data reporting, and secondary FAM support as well as time Seneca’s central department has spent on preparing proposals for suggested program development.

Other Costs

Other Costs for FAM support, discretionary funds, and youth-specific caregiver recruitment for a total of \$220,000, including:

- Purchase of Binti (foster care software) to support secondary caregiver and natural support family finding at **\$15,000**

The following funding categories are available to FAM caregivers and youth on an as-needed basis. FFAs will assess the need and distribute funds unless prior approval is noted below:

Category	Purpose	Amount	Notes
Youth Specific Recruitment	Recruitment for Caregivers if no natural supports are identified	Case by case	For primary or secondary caregivers
Secondary CG Stipend	Monthly payment to all matched Secondary CG	\$1500/month ongoing to CG +\$500 to FFA (max 5/month)	Begins upon being matched with youth
Youth Discretionary Funds	Guidance on approved uses	\$3,000/yr in FAM home	Can seek approval for higher amounts if needed
Primary CG ISFC Gap	Maintain ISFC rate if youth's LOC reduces.	Consult on duration; case by case	For Primary CG's who have youth in home
Bed Hold	Continue both CG monthly payments while youth is away from home	Primary = 2 months of ISFC Rate	Consult on duration; case by case
Additional Funding to support resource families			
RFA & Transition Support	Preparing the home (deposit, furniture, clothing, tech, etc.)	Up to \$1000 during RFA/move in process	Both Primary and Secondary CGs are eligible
Primary CG Supplemental Funds	Short-term income supplement (ex: CG took time off work)	3 months of \$500 supplemental income per Primary Caregiver	Case by case
Emergency and language support funds	Any unforeseeable costs, including exhausting an above category	Case by case	
Monthly caregiver group stipend	attending monthly caregiver group to deepen learning and community among caregivers	\$50 to caregiver per month	

Seneca Family of Agencies Total

\$453,660