



**SAN FRANCISCO
HUMAN SERVICES AGENCY**

Department of Benefits
and Family Support

Department of Disability
and Aging Services

P.O. Box 7988
San Francisco, CA
94120-7988
www.SFHSA.org



London Breed
Mayor

Trent Rhorer
Executive Director

MEMORANDUM

TO: HUMAN SERVICES COMMISSION

THROUGH: TRENT RHORER, EXECUTIVE DIRECTOR

FROM: JOAN MILLER, DEPUTY DIRECTOR OF FCS
ESPERANZA ZAPIEN, DIRECTOR OF CONTRACTS

DATE: JUNE 20, 2024

SUBJECT: NEW CONTRACT: SAN FRANCISCO UNIFIED
**SCHOOL DISTRICT (NON-PROFIT) TO PROVIDE
SCHOOL OF ORIGIN TRANSPORTATION TO
FOSTER YOUTH 24-26**

DS
RD

CONTRACT TERM: 7/1/2024 – 6/30/2026

CONTRACT AMOUNT:	<u>New</u>	<u>Contingency</u>	<u>Total</u>
	\$50,000	\$5,000	\$55,000

ANNUAL AMOUNT:	<u>FY24-25</u>	<u>FY25-26</u>
	\$25,000	\$25,000

<u>Funding Source</u>	<u>County</u>	<u>State</u>	<u>Federal</u>	<u>Contingency</u>	<u>Total</u>
FUNDING:	\$19,250	\$250	\$5,500	\$5,000	\$55,000
PERCENTAGE:	77%	1%	22%		

The Department of Benefits and Family Support (BFS) requests approval of a sole source exemption and authorization to enter into a contract with the San Francisco Unified School District (SFUSD) for the period of July 1, 2024 through June 30, 2026, in an amount of \$50,000 plus a 10% contingency for a total amount not to exceed \$55,000. The purpose of the contract is to provide secure transportation for San Francisco foster youth to their schools of origin.

Background

Under federal and California law, a child in foster care shall remain or enroll in his/her school of origin, unless a determination is made that it is not in the child's best interest to attend the school of origin. This determination is made during a Best Interest Determination process when the following important factors are considered: the child's preference; the preferences of the child's parent(s)/guardian(s) or education rights holder; the child's attachment to the school (including meaningful relationships with staff and peers; placement of the child's sibling(s) or relatives, influence of the school climate to the child (including safety); the availability and quality of the services in the school to meet the child's educational needs; history of school transfers and how they have impacted the child; how the length of the commute would impact the child, based on the child's developmental stage.

The purpose of this contract is to provide a transportation solution for San Francisco County dependent foster youth placed in homes outside of the County to their SFUSD School of Origin when all other no and low-cost transportation options have been ruled out as viable solutions.

Services to be Provided

Contractor will provide transportation in coordination with Contra Costa County Office of Education for San Francisco County dependent youth to their SFUSD School of Origin. Transportation will be provided by HopSkipDrive Inc.

HopSkipDrive Inc. is a private for-profit company that provides school transportation services. All drivers are screened in a certification process which includes a criminal record check, fingerprint based criminal history search against FBI databases, a child abuse and neglect screening, driving record check, vehicle registration verification, vehicle insurance verification, and annual vehicle inspection verification.

Services will be provided inside California during normal hours of operation for the SFUSD. Time of services will be coordinated around normally scheduled school hours.

Selection

This is a sole source contract with a government entity and is exempt from OCA solicitation waiver requirements.

Funding

Funding for this contract is provided by a mix of local, Federal, and State funds.

ATTACHMENTS

Appendix A – Services to be Provided

Appendix B – Budget

Appendix A – Services to be Provided
SFUSD – School of Origin Transportation
July 1, 2024 – June 30, 2026

I. Purpose of Contract

The purpose of this contract is to provide safe and secure transportation for foster youth in out of home placement outside of San Francisco County who need transportation support to their San Francisco Unified School District school of origin.

II. Definitions

CARBON	HSA Contracts web-based data system
CCCOE	Contra Costa County Office of Education
Contractor	San Francisco Unified School District
Foster Care	Parental care provided by non-relatives licensed by the Child Welfare system
FCS	Family and Children’s Services; a division of SFHSA
HopSkipDrive Inc.	Ride sharing company that provides transportation school transportation services
HSA	Human Services Agency of the City and County of San Francisco
School of Origin	The school a foster child was last enrolled, the school that they attended when permanently house, or any other school they attended within the immediately preceding 15 months to which the child feels connected.

III. Target Population

Dependent youth in court ordered out-of-home placement who require transportation from their outside of San Francisco County court ordered placement to their SFUSD school of origin.

IV. Description of Services

Contractor will coordinate transportation services with Contra Costa County Office of Education for San Francisco County dependent youth with qualified HopSkipDrive Inc. Care Drivers to their SFUSD School of Origin.

Dependent youth will be considered for services under this contract if the following no and low-cost transportation options have been explored and ruled out as viable transportation options:

- SFUSD funded transportation for students eligible under the McKinney-Vento Act or the Individuals with Disabilities Education Act (IDEA)
- Transportation provided by Resource Families with mileage reimbursement
- Provision of bus passes or public transportation vouchers
- Availability of FCS employee transportation staff
- Transportation provided by Short-Term Residential Treatment Program (STRTPs) where youth is placed
- Existing SFUSD transportation options (such as existing District bus routes)

V. Location and Time of Services

Services will be provided inside of California during normal hours of operation for the SFUSD. Time of services will be coordinated around normally scheduled school hours.

VI. Contractor Responsibilities

- A. Contractor will utilize a tracking system approved by HSA that is secure, electronic, and allows for reporting efforts.
- B. Contractor will establish an account, upload required documents and submit monthly invoices in CARBON, the HSA contract database (e.g. budget, Appendix A, service and outcome objectives as identified in VII and VIII).
- C. Contractor is a mandated reporter of child abuse, domestic violence, and elder abuse.
- D. Contractor shall ensure that all employees providing direct services under this contract are TB tested annually.
- E. Contractor shall conduct criminal background checks on all employees and shall arrange to receive subsequent criminal notifications if an employee is convicted of a crime during the time of his or her employment.

VII. Service Objectives

- A. Coordinate transportation for San Francisco County dependent youth placed out of county to their SFUSD School of Origin with HopSkipDrive through the Contra Costa County Office of Education.

VIII. Outcome Objectives

- B. Complete scheduled transportation safely 100% of the time unless transportation is cancelled or youth is unable to be transported for some reason not in the control of the Contractor.

IX. Reporting Requirements

- A. Contractor will provide monthly reports for the number of referrals and services completed, including estimated and actual costs for all participating students.
- B. Annual Reports: Contractor will provide an annual report summarizing the contract activities, referencing the tasks as described in Sections IV, VII, & VIII – Service and Outcome Objectives. This report will also include accomplishments and challenges encountered by the Contractor as well as case examples.
- C. Contractor will provide Ad Hoc reports as required by the Department.
- D. Monthly, Quarterly and Annual reports will be entered into the CARBON system. For assistance with reports, contact:

Elizabeth Leone
Contract Manager
Office of Contract Management
Elizabeth.Leone@sfgov.org

Amy Freer
Program Support Analyst
Family & Children’s Services
Amy.Freer@sfgov.org

X. Monitoring Activities

- A. Program Monitoring will include a review of documentation to demonstrate completion of service and outcome objectives. Program monitoring may also include surveys and interviews with clients, county social workers, and other service providers regarding their experience with the program’s services.
- B. Fiscal monitoring will include review of the Contractor’s organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance with the Americans with Disabilities Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

Appendix B: Rates and Calculation of Charges
SFUSD
School of Origin Transportation
7/1/2024 - 6/30/2026

I. The term for School of Origin Transport under this Agreement will begin effective **July 1, 2024** and end **June 30, 2026**.

II. Contractor will be compensated for the following cost per individual transport according to the following fee rate: \$17.50 per trip PLUS \$1.25 per mile.

Estimated use is \$25,000 per fiscal year. Total contract amount for the period of July 1, 2024 through June 30, 2026 is **\$50,000**. The total not to exceed amount is **\$55,000**.

III. Contractor understands that up to \$5,000 is included as a contingency amount and is not available to Contractor without a revision to Appendix B, which has been approved by both the Program Manager and Contract Manager.

IV. Contractor shall submit monthly invoices recording all transports outlined in Appendix A. Invoices shall itemize each estimated and actual expense incurred for each transport, including mileage.

V. Cancellation Policy

Rides cancelled more than eight (8) hours of the pick time shall result in no charges incurred. Rides cancelled between one (1) and eight (8) hours of the pickup time shall result in a charge equal to fifty percent (50%) of the estimated ride charge; rides cancelled within one (1) hour of pickup shall result in a charge equal to one hundred percent (100%) of the estimated ride charge. This charge is applicable to rides in which the rider is a 'no show' as well as rides cancelled by SFUSD/SFHSA within the one (1) hour time period.



SAN FRANCISCO HUMAN SERVICES AGENCY

Department of Benefits and Family Support

Department of Disability and Aging Services

Office of Early Care and Education

Date: June 14, 2024

To: Dan Kaplan, Deputy Director, and HSA

From: Esperanza Zapien, Director of Contracts, HSA

RE: Sole Source Waiver request – SFUSD School of Origin Foster Youth Transportation 24-26

P.O. Box 7988
San Francisco, CA
94120-7988
www.SFHSA.org

HSA is requesting a sole source waiver for a contract with the San Francisco Unified School District (SFUSD) for the provision of transportation for San Francisco foster youth from their foster homes to their schools of origin when all other no and low-cost transportation options have been ruled out as viable solutions.

Under California Education Code § 48853.5, subdivision (f), a child in foster care shall remain or enroll in his/her school or origin, unless a determination is made that it is not in the child’s best interest to attend the school of origin. Additionally, the law also mandates a cost-sharing arrangement.¹ For this contract, HSA will fund 50% of the transportation costs, with SFUSD funding the other 50%. SFUSD will coordinate the transportation through their contract with the Contra Costa Department of Education and its transportation provider HopSkipDrive Inc.



London Breed
Mayor

Trent Rhorer
Executive Director

HopSkipDrive Inc. is a private for-profit company that provides school transportation services. All drivers are screened in a certification process which includes a criminal record check, fingerprint based criminal history search against FBI databases, a child abuse and neglect screening, driving record check, vehicle registration verification, vehicle insurance verification, and annual vehicle inspection verification.

BFS is proposing the following:

Request: HSA will enter into a contract with SFUSD to provide foster youth transportation to their schools of origin through HopSkipDrive Inc.

Brief description of services: SFUSD will provide transportation in coordination with Contra Costa County Office of Education for San Francisco County dependent youth to their SFUSD School of Origin. Transportation will be provided by HopSkipDrive Inc.



SAN FRANCISCO
HUMAN SERVICES AGENCY

P.O. Box 7988
San Francisco, CA
94120-7988
www.SFHSA.org

<u>Duration:</u> A term of two years for the period 7/1/2024 – 6/30/2026.
<u>Amount:</u> The not to exceed amount for this request is \$55,000.
<u>Justification for Sole Source:</u> Both federal and California law mandate that local child welfare agencies collaborate and cost-share with local educational agencies to address the transportation needs of foster youth to maintain them in their school of origin. SFUSD currently has a contract with Contra Costa Department of Education to provide these services. SFUSD has also agreed to fund 50% of these services for San Francisco foster youth, with HSA funding the other 50%.
<u>Reporting Requirements:</u> The contractor will provide standard city reporting requirements.
<u>Compliance:</u> The contractor will meet the normal city requirements. Because this is a contract with a government entity, it is exempt from OCA solicitation waiver requirements.
<u>Future procurement:</u> SFUSD and FCS will determine whether or not services are still required.

Approved Disapproved

DocuSigned by:
Daniel Kaplan 6/14/2024
ED6A450D2D23472...

Dan Kaplan, Deputy Director of Administration and Finance

ⁱ Education Code, § 48853.5, subdivision (f)(5)(A) provides a school district does not have to provide “transportation services to allow a foster child to attend a school or school district, **unless there is an agreement with a local child welfare agency that the school district assumes part or all of the transportation costs in accordance with Section 6312(c)(5) of Title 20 of the United States Code**, or unless otherwise required under federal law. This paragraph does not prohibit a school district from, at its discretion, providing transportation services to allow a foster child to attend a school or school district.”



SAN FRANCISCO
HUMAN SERVICES AGENCY

P.O. Box 7988
San Francisco, CA
94120-7988
www.SFHSA.org

Section 6312(c)(5) of Title 20 of the United States Code provides that the local education agency shall collaborate with the local child welfare agency to “develop and implement **clear written procedures** governing how transportation to maintain children in foster care in their school of origin when in their best interest will be provided, arranged, and funded for the duration of the time in foster care, which procedures shall--

(i) ensure that children in foster care needing transportation to the school of origin will promptly receive transportation in a cost-effective manner and in accordance with section 675(4)(A) of Title 42; and

(ii) ensure that, if there are additional costs incurred in providing transportation to maintain children in foster care in their schools of origin, the local educational agency will provide transportation to the school of origin if--

(I) the local child welfare agency agrees to reimburse the local educational agency for the cost of such transportation;

(II) the local educational agency agrees to pay for the cost of such transportation; or

(III) the local educational agency and the local child welfare agency agree to share the cost of such transportation

(20 U.S.C.A. § 6312 (West), subd. (c)(5); 34 C.F.R. 299.13(c).)