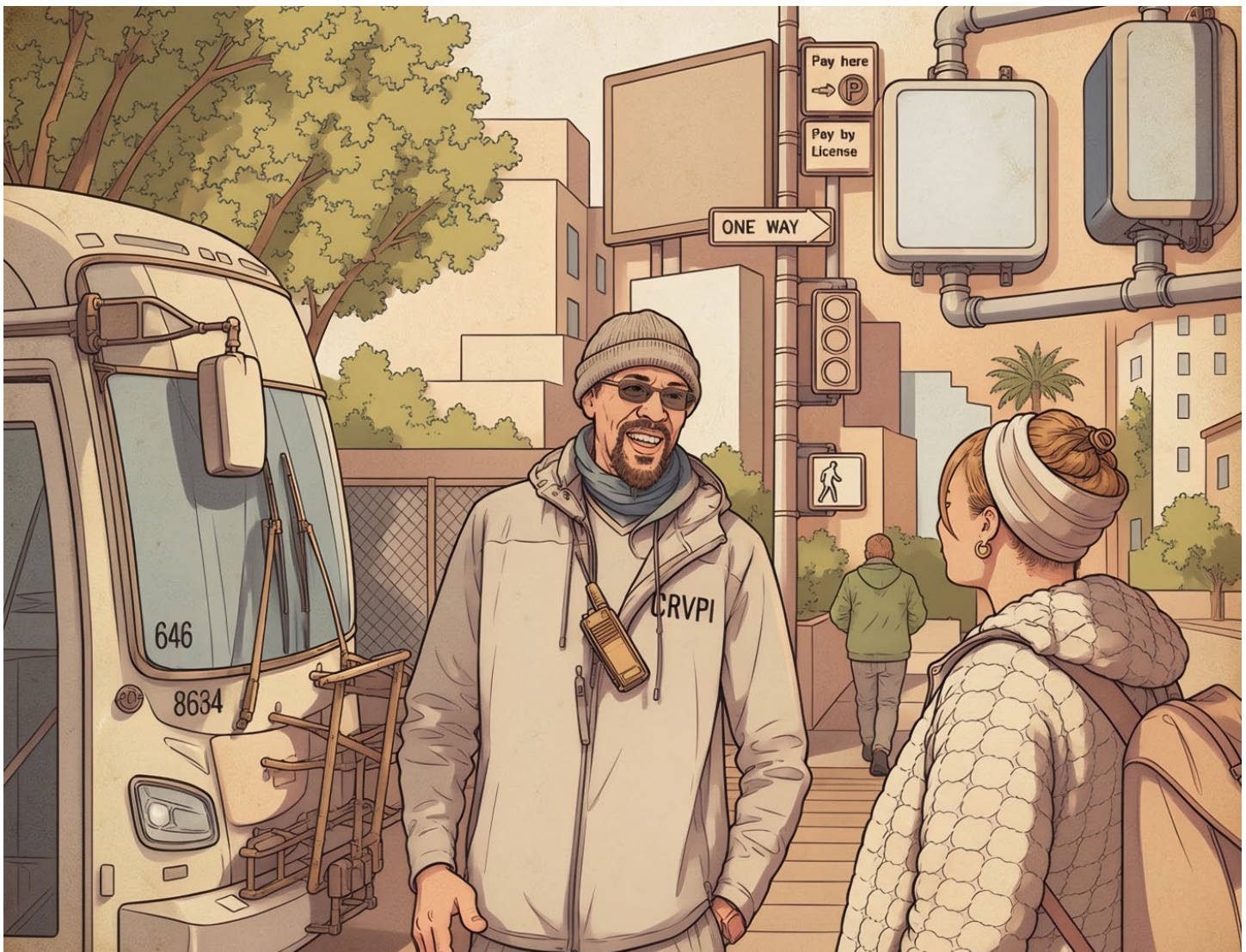




COMMUNITY RESPONSE & VIOLENCE PREVENTION INITIATIVE (CRVPI) REQUEST FOR PROPOSALS



**RFP
ISSUED**
AUG 17, 2026

**INTENT TO
APPLY DUE**
SEP 11, 2026 AT 5PM

**PROPOSALS
DUE**
OCT 23, 2026 AT 5PM

**AWARDS
ANNOUNCED**
DEC 14, 2026

SOURCING EVENT ID: # 0000011997

View this RFP on the City's Supplier Portal at: <https://sfcitypartner.sfgov.org/pages/index.aspx>

LAND ACKNOWLEDGEMENT

The San Francisco Department of Children, Youth and Their Families (DCYF) acknowledges that it carries out its work on the unceded ancestral homeland of the Ramaytush Ohlone, the original inhabitants and stewards of the San Francisco Peninsula. As the government agency that stewards the Children and Youth Fund, we accept the responsibility that comes with resources derived from property taxes upon unceded and colonized land. We recognize the history and legacy of the Ramaytush Ohlone as integral to how we strive to make San Francisco a great place for life to thrive and children to grow up.



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GENERAL INFORMATION

ABOUT THE DEPARTMENT OF CHILDREN YOUTH & THEIR FAMILIES

Since 1991, the Department of Children, Youth and Their Families (DCYF) has administered San Francisco's powerful investments in children, youth, transitional age youth and young adults (TAY/A) and their families through the Children & Youth Fund. Our work brings together City agencies, schools and community-based organizations (CBOs) to help the City's youth and families lead lives full of opportunity and happiness. DCYF and our partners have a proud history of funding high quality, culturally relevant and empowering services with a deep commitment to advancing equity and healing trauma. DCYF envisions a strong San Francisco where all young people are supported by nurturing families and communities, physically and emotionally healthy, ready to learn and succeed in school and ready for college, work and productive adulthood.

ABOUT SAN FRANCISCO ADULT PROBATION DEPARTMENT

The City and County of San Francisco Adult Probation Department (SFAPD) supervises and supports adults sentenced to community supervision and diversion programs and provides comprehensive reports to the Court to inform sentencing and community supervision decisions.

The SFAPD achieves excellence in community corrections, public safety, and public service through the integration of evidence-based practices (EBPs) and victim centered supervision strategies. By prioritizing racial equity and collaboration with the Courts, community-based organizations, City partners, victim organizations, and justice system stakeholders, the SFAPD provides a unique blend of justice, community support, and treatment that is equitable for all. SFAPD is committed to addressing the complex behavioral health needs of individuals by providing holistic and client-centered reentry services, which promote autonomy and sustainable life changes.

The SFAPD values the diversity of its clients and invests in their success by providing a continuum of reentry services designed to address their individual needs and help them permanently exit the criminal justice system. SFAPD strives to create an environment in which staff and clients alike have access to culturally and linguistically appropriate services and opportunities. Through its policies, practices, and operations SFAPD demonstrates respect, awareness, and appreciation of clients' and staff's beliefs, practices, traditions, religions, history, languages, and justice-involvement histories.

ABOUT THE SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH

The mission of the San Francisco Department of Public Health (SFDPH) is to protect and promote the health of all San Franciscans. SFDPH is an integrated health department with two primary roles and two major divisions to fulfill its mission: Protecting the health of the population, which is the primary responsibility of the Population Health Division; and Promoting the health of our patients across the lifespan, which is the primary responsibility of the San Francisco Health Network, which includes Behavioral Health Services.

ABOUT THE COMMUNITY RESPONSE & VIOLENCE PREVENTION INITIATIVE RFP

Adult Probation in partnership with The Department of Children Youth & Their Families and the Department of Public Health is issuing the Community Response & Violence Prevention Initiative (CRVPI) Request for Proposals (RFP) to identify nonprofit organizations to provide coordinated citywide violence prevention and intervention services. This multi-department initiative will ensure coordinated citywide violence prevention and intervention coverage in targeted neighborhoods and in collaboration with City leadership and public schools by providing street outreach, conflict mediation, community de-escalation, and safe passage.

FUNDING TERMS

REQUEST FOR PROPOSALS

The Community Response & Violence Prevention Initiative RFP includes up to \$3.1M in total available funding per year for the period between FY 2026 – FY 2029. This funding must be used for the specific program purposes outlined in this RFP. Funding awards are subject to availability of funds and grant terms.

The following table provides information about the grant term, annual allocation and number of grants for the Community Response & Violence Prevention Initiative RFP.

PROGRAM	GRANT TERM	ANNUAL ALLOCATION	NUMBER OF GRANTS
Community Response & Violence Prevention Initiative	January 1, 2027-June 30, 2029	up to \$3.1M	Up to 3

GRANT TERMS

This RFP provides funding for two and a half year grant term (January 1, 2027-June 30, 2029) for the Community Response & Violence Prevention Initiative. Any variation in grant terms will depend on the availability of funds; grantee performance relative to the requirements and expectations set forth by the funding strategy; compliance with APD's contractual, reporting, and evaluation requirements and other expectations detailed in the grant agreement and award letter; and compliance with all applicable local, state and federal laws and regulations. The final terms and conditions of the grant shall be subject to negotiation upon grantmaking.

RIGHT NOT TO FUND

APD may reject Proposals that do not meet requirements of this RFP, except that it may waive nonmaterial defects or omissions in any Proposal as determined by APD. APD reserves the right not to issue awards. APD reserves the right to not fund past the initial grant agreement and to extend the agreement for additional years.

TERMS AND CONDITIONS

A. Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers must promptly notify DCYF at rfp@dcyf.org if the proposer discovers any ambiguity, discrepancy, omission or other error in the RFP. Any such notification should be directed to DCYF promptly after discovery but no later than five working days prior to the proposal due date. Modifications and clarifications will be made by addenda as provided below.

B. Addenda to RFP

APD may amend the RFP prior to the proposal due date by issuing written addenda. Any such addenda will be posted on DCYF's web site at <https://www.sf.gov/dcyf-funding-opportunities>, and will provide additional time to all potential Proposers to respond to the RFP as amended. The Department will make reasonable efforts to notify proposers in a timely manner of modifications to the RFP. Notwithstanding this provision, the proposer shall be responsible for ensuring that its proposal reflects any and all addenda issued by DCYF prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the proposer visit our web site before submitting its proposal to determine if it has received all addenda.

C. Revision of Proposal

A proposer may revise a proposal on its own initiative at any time before the submission deadline. Because the online application system used for this RFP does not allow proposers to

make revisions once a proposal is submitted, proposers are instructed to contact DCYF at rfp@dcyf.org to make arrangements to perform any revisions to proposals that have already been submitted.

In no case will a statement of intent to submit a revised proposal or commencement of a revision process extend the proposal due date for any proposer.

At any time during the proposal evaluation process APD may require a proposer to provide oral or written clarification of its proposal. APD reserves the right to make an award without further clarifications of proposals received.

D. Late Proposals

Any proposal received after the exact time specified for receipt **will not be considered**.

E. Reservations of Rights by the City

The issuance of this RFP does not constitute an agreement by APD that any grant will be entered into. APD expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure.
2. Reject or cancel the Request for Proposal in whole or in part at any time before a grant agreement is entered into.
3. Reissue a Request for Proposals.
4. Prior to submission deadline for proposals, amend all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals.
5. Procure any materials, equipment, or services specified in this RFP by any other means.
6. Award multiple grants per strategy.
7. Determine that no project will be pursued or contract be issued.

F. Objections to Solicitation Terms

Should a Proposer object on any ground to any provision or legal requirement set forth in this Solicitation, the Proposer must, no later than the deadline for questions, provide written notice to the City setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

G. Protest of Intent to Apply

Within three (3) business days of the City's issuance of verification emails responding to a Proposer's Notice of Intent to Apply, a Proposer may submit a written Notice of Protest of Intent to Apply. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must include the following:

- Agency Name
- Name of the proposal being protested
- Signature by an individual authorized to represent the Proposer
- The law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

The Intent to Apply protest period will last from **Mon September 21–Thu September 24, 2026**. No protests will be accepted after this deadline. Protests must be submitted electronically by emailing rfp@dcyf.org prior to the end of the protest period. A panel selected by APD, DCYF and DPH will review all eligible protests, and the panel's decisions will be final.

H. Protest of Contract Award

Within three (3) business days of the City's issuance of a Notice of Intent to Award, a Proposer may submit a written Notice of Protest of Contract Award. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must include the following:

- Agency Name
- Name of the proposal being protested
- Signature by an individual authorized to represent the Proposer
- The law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

The Award protest period will last from **Mon December 14–Thu December 17, 2026**. No protests will be accepted after this deadline. Protests must be submitted electronically by emailing rfp@dcyf.org prior to the end of the protest period. A panel selected by APD will review all eligible protests, and the panel's decisions will be final.

RFP TIMELINE AND IMPORTANT ELEMENTS

ESTIMATED TIMELINE (Dates may be subject to change)	
RFP Issued	Mon August 17, 2026
Question Submission Period	Mon August 17–Fri August 28, 2026
Question Submission Period Deadline	Fri August 28, 2026, at 5PM
Answers to Questions Posted	Fri September 4, 2026, by 5PM
Intent to Apply Due	Fri September 11, 2026, at 5PM
Verification Emails Sent	Mon September 21, 2026
Intent to Apply Protest Period	Mon September 21–Thu September 24, 2026
Intent to Apply Protest Submission Deadline	Thu September 24, 2026, at 5PM
Intent to Apply Protest Decisions Announced	Fri October 2, 2026
Additional Verification Emails Sent (If needed)	Fri October 2, 2026
RFP System Accepts Proposals	Fri October 2–Fri October 23, 2026
Written Proposals & Budgets Due	Fri October 23, 2026, at 5PM
Proposer Interviews	Tue December 1–Thu December 3, 2026
Awards Announced	Mon December 14, 2026
Award Protest Period	Mon December 14–Thu December 17, 2026
Award Protest Submission Deadline	Thu December 17, 2026, at 5PM

SUBMISSION REQUIREMENTS

Proposers to this RFP must submit all required elements including Intent to Apply documentation, proposals and budgets **through DCYF's online application system**. Please refer to page 6 for information about applying to this RFP. **The deadline to apply is Fri October 23, 2026, at 5PM.** Proposals will not be accepted after this deadline.

TECHNICAL ASSISTANCE & QUESTIONS

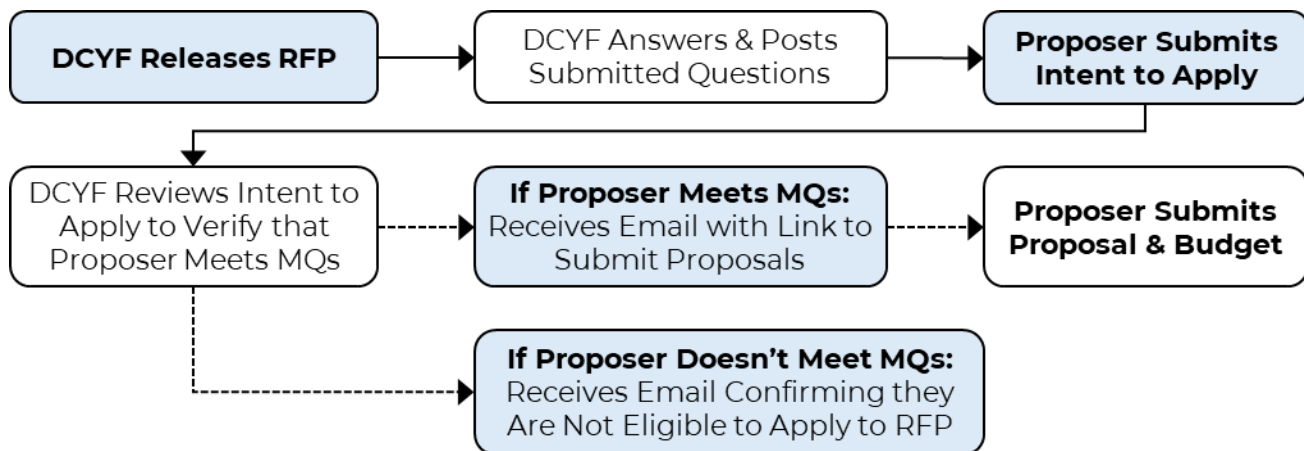
DCYF is committed to providing as much clarity as possible during this RFP process. All questions about the RFP **must be submitted in writing** to the email address below. **DCYF will not be holding a pre-proposal conference for this RFP.**

SUBMIT ALL RFP QUESTIONS TO:	RFP QUESTIONS DUE:
rfp@dcyf.org	Fri August 28, 2026, at 5PM

To ensure that all proposers have access to both the submitted questions and DCYF's corresponding answers, DCYF will publish all received questions and answers by Fri September 4, 2026, by 5PM at <https://www.sf.gov/dcyf-funding-opportunities>.

APPLYING TO THIS RFP

The 2026-2029 Community Response & Violence Prevention Initiative RFP uses a two-step process that requires proposers to separately submit information confirming their **Intent to Apply** before receiving access to submit a **Written Proposal & Budget**. All information will be submitted using DCYF's online RFP system. The diagram below describes the process:



See page 5 for key deadlines associated with each step in the application process.

DCYF'S ONLINE RFP SYSTEM

Proposers will submit their Intent to Apply application and, if they meet all MQs, their Written Proposal and Budget through DCYF's online RFP system. This system will direct proposers through the Intent to Apply and Written Proposal and Budget process and will use word limits and required fields to ensure compliance with the guidelines specified in this RFP. Proposers will use the link below to access the Intent to Apply application. Proposers who meet MQs will receive an email that provides the link to the Written Proposal & Budget form.

Access the **Intent to Apply** application: <https://dcyf.jotform.com/261564751781969>

INTENT TO APPLY

The Intent to Apply process is intended to ensure that DCYF can verify compliance with MQs before proposers are allowed to submit their proposals. Proposers who are not in compliance with MQs will not be eligible to apply to this RFP. See page 8 for the full MQ requirements and verification process.

The Intent to Apply process will require proposers to submit the following information through DCYF's online RFP system:

- **Proposer Questionnaire:** Proposers will provide basic information about their organization, the proposal contact and whether they are using a fiscal sponsor. Proposers will also provide their Federal Tax ID, City Supplier status and their annual budget.
- **Program Information:** Proposers will provide the name of the proposed program for which funding is being requested and a brief overview of the proposed program. This description will help DCYF understand the services being proposed and is not a scored component of the Intent to Apply process.
- **Minimum Qualifications Certification:** Proposers will provide certification that they meet the MQs by answering questions and/or uploading documentation. See page 8 for additional information about the specific MQs required for this RFP.
- **Certifications & Submission:** Proposers will certify their compliance with the Proposer Release of Liability for References and Certification of Truth, Accuracy and Completeness by entering their organization name, the name and title of an authorized representative and a signature.

WRITTEN PROPOSAL & BUDGET

Proposers who have been verified as meeting the MQs through the Intent to Apply process will receive access to submit their written proposal and budget in DCYF's online RFP system.

Proposers who have been verified as not meeting MQs will not be given access. The Written Proposal and Budget form will require proposers to complete the following items:

- Select Proposer Organization Name: proposers will select the name of their organization from the drop down list. Only organizations who have been verified as meeting MQs during the Intent to Apply process will be given access.
- Proposer Contact Information: name, phone number and email of the contact person for the proposal
- Written Proposal Form: proposers will provide written responses to the questions listed, remaining in required word limits. See page 15 for additional information about the specific questions for this RFP.
- Budget & Document Uploads: proposers will upload a budget file using the template provided.
- Certifications & Submission: Proposers will certify their compliance with the Certification of Truth, Accuracy and Completeness by entering their organization name, the name and title of an authorized representative and a signature.

Following the Written Proposal & Budget deadline, DCYF will score all submissions based on the rubrics provided. See page 18 for additional information about the evaluation process for this RFP.

MINIMUM QUALIFICATIONS

As a part of the Intent to Apply process proposers are required to submit documentation that clearly certifies their compliance with the Minimum Qualifications for this RFP. Documentation must be submitted with the proposer's Intent to Apply Application using DCYF's online RFP system.

Each Intent to Apply application will be reviewed to determine if the proposer meets the MQs listed below. **This screening is a pass or fail determination.** Applications that meet MQs will be given access to the Written Proposal & Budget form in DCYF's online RFP system. Applications that do not meet MQs will not receive access to the Written Proposal & Budget Form and therefore will not be able to submit a proposal. The City reserves the right to request clarifications from Proposers prior to rejecting an Intent to Apply application for failure to meet MQs.

Proposers who do not meet MQs will have the right to submit a written Notice of Protest of Intent to Apply within three (3) business days as specified on page 3. A panel selected by DCYF will review all eligible protests and the panel's determination will be final. If a protest is deemed to be successful DCYF will provide access to the online RFP system by Fri October 2, 2026.

MINIMUM QUALIFICATIONS FOR ALL PROPOSERS

IMPORTANT INFORMATION ABOUT MQ#1 AND MQ#2

Proposers will submit a single set of contracts and/or Verification of Experience Letters that DCYF will use to determine compliance with both MQ#1 and MQ#2. Documentation submitted for MQ#1 must identify the services provided, dates of service and San Francisco neighborhood(s) served. Proposers may submit multiple contracts and/or Verification of Experience Letters to demonstrate compliance with these MQs.

MQ#1: PAST EXPERIENCE

Proposers must have at least 5 years of experience providing two or more of the following services: street outreach, conflict mediation, community de-escalation and safe passage services during the period from 2016-2026. This experience does not have to be continuous and can instead be intermittent within the last 10 years.

Certification Method

Proposers will certify compliance with MQ1 and MQ2 in the online RFP system by either:

- Providing information about the relevant contract(s) with the City and County of San Francisco that meet this requirement **and/or**
- Uploading a Verification of Experience Letter using the template included in Appendix A of this RFP if they have not previously delivered services aligned with this RFP under a City and County of San Francisco contract. The Verification of Experience Letter template can also be accessed at:

https://api.sf.gov/documents/61018/CRVPI_RFP_Verification_of_Experience_Letter_Template.docx

Important Information About This MQ

- Proposers may submit multiple contracts and/or Verification of Experience letters to meet the number of years required
- DCYF will only accept contracts with the City and County of San Francisco.
- Verification of Experience Letters must be prepared on the verifier's organizational letterhead and include the verifier's original signature.
- Verification of Experience Letters must clearly identify the services provided, the San Francisco neighborhood(s) served, and the month and year for the start and end date of each

engagement. If services are ongoing, the end date should be listed as "Present." DCYF will calculate qualifying experience based on the dates provided in the submitted documentation.

- Proposers may not submit Verification of Experience letters on their own behalf.
- DCYF, APD and DPH will not provide Verification of Experience letters for proposers. Proposers seeking to use work completed for DCYF, APD or DPH to meet this MQ may instead list relevant City and County of San Francisco contracts in the online RFP system.
- The completed Verification of Experience letter must be returned to the applicant and uploaded by the applicant in the Intent to Apply application.

MQ#2: SAN FRANCISCO NEIGHBORHOOD EXPERIENCE

Proposers must demonstrate experience providing services described in MQ#1 in at least 3 San Francisco neighborhoods during the period from 2016-2026.

Certification Method

Proposers will certify compliance with this MQ in the online RFP system by identifying the San Francisco neighborhood(s) served under each contract and/or Verification of Experience Letter submitted for MQ#1.

Important Information About This MQ

- Proposers may combine multiple contracts and/or Verification of Experience Letters to demonstrate experience in the required number of neighborhoods.
- Neighborhood experience must be supported by the contracts and/or Verification of Experience Letters submitted for MQ#1.
- DCYF reserves the right to determine whether identified service locations constitute distinct San Francisco neighborhoods for purposes of this MQ.
- DCYF reserves the right to request clarification regarding neighborhood boundaries or service locations when necessary to determine compliance with this MQ.

MQ#3: CALIFORNIA OFFICE OF THE ATTORNEY GENERAL COMPLIANCE

Proposers must be currently, and remain throughout the term of the contract, in compliance with the California Office of the Attorney General's registration and reporting requirements, as reflected in the Registry of Charitable Trusts at <https://oag.ca.gov/charities>.

Certification Method

Proposers will certify compliance by entering the legal name under which their organization is registered and their State Charity Registration Number in the online RFP system.

Important Information About This MQ

- Proposers must provide the name under which their organization is registered with California Office of the Attorney General in the online RFP system.

ABOUT THE COMMUNITY RESPONSE & VIOLENCE PREVENTION INITIATIVE

The Community Response & Violence Prevention Initiative (CRVPI) is a citywide violence prevention and intervention strategy designed to strengthen coordination, ensure accountability, and monitor and track community responses to street violence. The CRVPI is led by the Adult Probation Department (APD) in partnership with the Department of Children Youth & Their Families (DCYF) and the Department of Public Health (DPH).

CRVPI is intended to ensure that coordinated and responsive violence prevention and intervention strategies are implemented in targeted neighborhoods and in coordination with City leadership and public schools. Target services for the CRVPI include year-round, 24/7 and 365 days per year street outreach, conflict mediation, community de-escalation and safe passage for youth, TAY/A and adults.

This RFP will also expand the current work of the School Crisis Support Initiative (SCSI) which is led by DCYF and the San Francisco Unified School District (SFUSD) in partnership with the San Francisco Juvenile Probation Department (JPD). This expanded work will include staff professional development and capacity building, research and data analysis, collaborating with city and community partners, rapid response and aligned coordination.

Agencies funded under this initiative will employ Community Violence Interrupters and Intensive Life Coaches who serve as trusted credible messengers with lived experience, deep community ties and strong relationships within the communities they serve. Staff should reflect the backgrounds and experiences of participants and be able to build trust with at-risk and high-risk youth, TAY/A and adults.

Community Violence Interrupters are responsible for canvassing neighborhoods and community hot spots working continuously to identify and mediate conflicts before they escalate and when needed providing community de-escalation strategies to support community stabilization. Through mentoring and relationship-building, CVIs are expected to have community credibility and demonstrated skills in violence prevention, de-escalation and intervention. They will work exclusively with at-risk and high-risk youth, TAY/A and adults, providing support before, during and after incidents while helping prevent and reduce community violence.

Intensive Life Coaches will provide culturally responsive, authentic, sincere, and relatable trauma-informed support that helps participants build self-awareness, heal from trauma, strengthen decision-making skills and pursue personal goals. Intensive Life Coaches use case management skills to help at-risk and high-risk youth, TAY/A and adults create positive pathways, strengthen social connections and access needed opportunities and services.

Community Violence Interrupters and Intensive Life Coaches will work jointly in close partnership with School Violence Interrupters to ensure continuous and ongoing support for youth and young adults by exchanging pertinent intelligence related to school and community violence incidents. These teams will work in partnership to establish effective intervention strategies and provide timely responses to city leadership. In addition to Adult Probation, partnerships may include working with San Francisco School District, San Francisco Juvenile Probation, San Francisco Police Department, Zuckerberg San Francisco General Hospital and other city departments, including Muni Transit Assistance Program (MTAP) and the Recreation and Parks Department (RPD).

All grantees awarded in this initiative will be required to work in close partnership to ensure effective citywide coverage and response to community violence incidents under the guidance and direction of APD, the DCYF and the DPH.

GRANTS

The CRVPI RFP provides funding for the following target population. Proposers **must serve all participants who meet the eligibility criteria regardless of race, gender, ethnicity, or sexual orientation** and must answer specific questions in their proposals, including how the proposer plans to meet the unique cultural needs of students from a variety of backgrounds, including for example those who identify as African American, Hispanic/Latinx and/or Pacific Islander.

INITIATIVE	TERM	GRANT ALLOCATION RANGE	# OF GRANTS	TARGET POPULATION
Community Response & Violence Prevention Initiative	January 1, 2027- June 30, 2029	\$1.5M-\$3.1M	Up to 3	San Francisco at-risk and high-risk youth, TAY/A and adults, ages 13 and up

CRVPI GRANT REQUIREMENTS

Organizations funded through this RFP will provide coordinated violence prevention and intervention services for at-risk and high-risk youth, TAY/A and adults. Services are expected to include street outreach, conflict mediation, community de-escalation and safe passage services in coordination with City leadership and public schools. Organizations funded through this initiative must meet the requirements described below.

CRVPI - TARGET POPULATION

The Community Response & Violence Prevention Initiative has one target population:

- San Francisco at-risk and high-risk youth, TAY/A and adults, ages 13 and up.

CRVPI - GOALS

1. Decrease number of community violence incidents.
2. Identify and establish positive relationships with youth, TAY/A and adults that show the highest risks, and/or are gang related or have potential for higher community violence escalations.
3. Increase the network of supports available to at-risk and high-risk youth, TAY/A and adults to help them navigate systems, address challenges and build on their strengths.
4. Increase communication and coordination efforts related to school and community violence incidents.

CRVPI - REQUIREMENTS

This RFP will allow agencies to apply as individual entities or as a collaborative. All agencies awarded in this initiative will be required to work in partnership to ensure effective citywide coordination, alignment and service delivery.

IF APPLYING AS A COLLABORATIVE

Collaboratives (i.e., joint ventures or teams of agencies with complementary skills and experience) are permitted to respond to this RFP. Collaboratives must designate a lead agency that will serve as the fiscal sponsor and be responsible for convening partners; planning, managing and coordinating the delivery of services described in this RFP; meeting program outcomes and reporting requirements; and ensuring effective coordination and alignment among collaborative partners and with all awardees in this initiative. The lead agency must demonstrate the management, financial and fiscal oversight capacity necessary to account for grant funds, develop and maintain appropriate financial systems and controls, select and manage subcontractors, and oversee the programmatic and fiscal relationships between the lead agency and all collaborative partners.

STAFFING AND SERVICE DELIVERY

1. Year-Round Staffing & Wages: Programs must maintain a year-round staffing model with the capacity to respond 24 hours per day, 7 days per week and 365 days per year and to deploy staff within 60 minutes of an incident. Programs also must provide staff with livable wages.
2. Staff Experience: Staff serving in the required roles below must have experience working with at-risk and high-risk youth, TAY/A and/or adults. Staff should demonstrate the ability to engage and support participants based on their assessed level of risk.
3. Required Staff Roles: Program staffing models must include all of the following roles:
 - Program Lead/Director: responsible for overseeing the implementation of the proposed program, including, but not limited to, staff supervision, service delivery, coordination with City agencies and partners and compliance with program requirements.

- Community Violence Interrupter (CVI): provides street outreach, mentoring, one-on-one and group sessions, conflict mediation, community de-escalation and safe passage services for at-risk and high-risk youth, TAY/A and adults. Other duties include but are not limited to:
 - Entering data on a daily basis and providing updates on incidents and intervention strategies.
 - Responding to violent incidents, often after police have left, to prevent a cycle of retaliatory violence from beginning.
 - Building positive relationships with community members, especially high-risk individuals and groups, by canvassing neighborhoods.
 - Offering conflict mediation by intervening in brewing conflicts to de-escalate situations and prevent retaliation or escalation.
 - Collaborating with School Violence Interrupters (SVIs), Justice Services Care Coordinators, and City agencies including, but not limited to the Police Department, Recreation and Parks Department and related stakeholders.
- Intensive Life Coach (ILC): maintains a smaller client caseload focused primarily on at-risk and high-risk youth, TAY/A and adults with specificity and intensity. Other duties include but are not limited to:
 - Communicating with clients daily and having in-person contacts at least 2-4 times per week, eventually connecting them to additional services and opportunities.
 - Receiving warm handoffs directly from Community Violence Interrupters.
 - Coordinating with existing service providers to ensure continuity of care and support.
 - Offering mentorship and support and providing resource navigation by helping individuals access essential services that address the root causes of violence, such as housing, employment training, educational opportunities, mental health support, and obtaining personal identification documents.
 - Entering data regularly and providing updates on clients' progress and milestones
 - Collaborating with School Violence Interrupters (SVIs), Justice Services Care Coordinators, and City agencies including, but not limited to the Police Department, Recreation and Parks Department and related stakeholders.

PARTICIPANT ENGAGEMENT AND SERVICE PLANNING

4. Accepting Referrals: programs must accept referrals from City leadership, the Adult Probation Department, San Francisco Unified School District's School Violence Interrupters, Juvenile Probation, San Francisco Police Department and the Department of Public Health.
5. Outreach & Recruitment: Programs must implement outreach and recruitment strategies that effectively engage at-risk and high-risk, multiple system-involved youth, TAY/A and adults, particularly those who may not respond to traditional service approaches. Programs must also engage with public systems and community-based organizations with which participants have existing relationships.
6. Care Plans: programs must develop individualized Care Plans or Life Plans that build on participant strengths and address identified needs, including goals and milestones related to basic needs, education, employment and behavioral health.

COMMUNITY ENGAGEMENT AND SAFE PASSAGE

7. Community Events: programs must put on at least one community event annually that promotes safety, nonviolence and community healing. Examples of community events include, but are not limited to, peace walks, vigils, sports activities and other events that promote safety, nonviolence and community healing.
8. Transportation: programs must maintain transportation capacity sufficient to provide safe passage and transportation to and from homes, schools and service locations, as needed.

COORDINATION AND PARTNERSHIP

9. Required Regular Meetings: programs must actively participate in coordination meetings, including, but not limited to, School Crisis Support Coordination Meetings, Street Violence Reduction Team Meetings, Mayor's Office CBO Citywide Violence Reduction Meetings and APD, DCYF and DPH grantee meetings.
10. Communication & Coordination: programs must maintain effective communication and coordination with City agencies and community partners and provide updates on referrals, services and outcomes as requested.

DATA, REPORTING AND CONTINUOUS IMPROVEMENT

11. Data Systems: Programs must maintain data systems and ensure timely and accurate entry of data related to incidents, referrals and participant progress.
12. Required Reporting: programs will be required to submit regular reports and monthly invoices, including expenses, data reporting and supporting documentation as required by APD. Regular reports will be required at the end of the planning period, annually during the grant period and prior to grant closeout.
13. Technical Assistance: programs will be required to participate in mandatory trainings, technical assistance and capacity-building activities required by APD, DCYF and DPH. Trainings may include, but are not limited to, conflict mediation, de-escalation, trauma-informed practices, engagement and outreach, cognitive-behavioral approaches, workforce development and mental health and wellness services.

CRVPI - PERFORMANCE MEASURES

The following table lists the outcomes prioritized for the Community Response & Violence Prevention Initiative grants. Grantees may be required to administer surveys or other evaluation instruments to examine the outcome measures listed below.

NAME	MEASURE	TARGET
Reports	Providers will be required to provide mid-year and annual reports on expected service benchmarks.	Yes - Provided Reports
Agency Health	Fiscal health of grantee agency based on APD's Fiscal and Compliance Monitoring efforts.	Strong
Client Referral	Percentage of individuals referred to engage in Intensive Life Coaching	75%
Community Contacts	Number of hours Intensive Life Coaches and Community Violence Interrupters engage individuals. (Note: an additional 1000 hours may include other programming activities and/or coordination activities)	1080
Citywide Coordination	Percentage of participation in citywide violence incident coordination meetings and response to incidents	100%
Data Entry	Percentage of Community Violence Interrupters and Intensive Life Coaches staff entering data	100%
Community Engagement	Number of community engagement activities	1-2

WRITTEN PROPOSAL, BUDGET UPLOADS & INTERVIEWS

Only proposers verified to be in compliance with Minimum Qualifications (MQs) will be able to submit a Written Proposal and Budget and participate in interviews under this RFP. Proposers will submit responses to Written Proposal Questions, upload a Budget using the template provided and select preferred interview timeslots through DCYF's online RFP system.

WRITTEN PROPOSAL (75 POINTS)

Proposers will provide written answers to all of the questions listed below in DCYF's online RFP system. Required fields and word limits in the online form will ensure that sections are completed and that responses fall within the limits set by this RFP.

Written Proposal questions are organized into the following sections:

- Target Population Questions
- Program Design Questions
- Operations & Staffing Questions
- Budget Questions
- Data & Program Impact Questions

Written Proposal questions are intended to assess the proposer's experience serving the target population, understanding of community violence prevention and intervention strategies, program design and implementation approaches, operational readiness, staffing capacity, budget alignment and ability to use data to continuously improve services.

The following tables provide the questions for each section, the point value for each section and word limits for each question.

TARGET POPULATION QUESTIONS (10 POINTS)	WORD LIMIT
TPQ-1: What is your experience serving San Francisco at-risk and high-risk youth, TAY/A and adults, ages 13 and up? (Provide examples of any approaches, i.e., cultural, gender responsive, developmental, etc.) that increase the impact of your program.	300
TPQ-2: Describe your agency's approach to outreach, recruitment and engagement of participants. In addition, describe any challenges with engagement and retention that are specific to your intended target population(s). Provide an example of how you have addressed these challenges.	500

PROGRAM DESIGN QUESTIONS (25 POINTS)	WORD LIMIT
PDQ-1: Describe the San Francisco neighborhood(s) and or communities where your agency has established positive relationships, community credibility and experience. In your answer include notable successes and any known or foreseeable coordination, safety or service delivery challenges.	350
PDQ-2: Describe your approach to delivering the core services for this RFP including street outreach, conflict mediation, community de-escalation and safe passage services. Include any community engagement and additional program activities.	750
PDQ-3: Describe how your program assesses participant strengths and needs and develops individualized Care Plans or Life Plans that connect participants to services and support progress toward goals.	350
PDQ-4: Describe how your program will ensure that services are accessible to people speaking languages other than English and how your agency supports participants with disabilities (including, but not limited to, physical, developmental, behavioral/emotional, sensory, and learning differences).	250

OPERATIONS & STAFFING QUESTIONS (20 POINTS)	WORD LIMIT
OSQ-1: Describe your agency's experience coordinating with law enforcement officials, public systems, community-based organizations and City departments during community violence incidents and detail your approach for offering ongoing service delivery. Include examples of how you communicate, coordinate referrals and share information to support participants and community safety.	500
OSQ-2: Programs must maintain a year-round staffing model with the capacity to respond 24 hours per day, 7 days per week and 365 days per year and to deploy staff within 60 minutes of an incident. Describe the systems and approaches your agency will use to ensure that you are able to deploy and monitor staff to provide timely incident response.	500
OSQ-3: Provide information about the required staff roles that will implement the proposed program. For each role, you will list the number of positions proposed and current status of those positions. For filled positions, you will describe relevant experience and qualifications of the current staff, including years of experience. For vacant positions, you will describe the experience, qualifications and competencies your agency will require when hiring for this role.	n/a
OSQ-4: Community Violence Interrupters and Intensive Life Coaches perform demanding and unpredictable work. Describe how your agency will support and retain staff in these roles while promoting staff safety, wellness and sustainability.	350

BUDGET QUESTIONS (10 POINTS)	WORD LIMIT
BQ-1: Explain how you determined the total amount requested for this program.	250
BQ-2: Describe how your proposed budget aligns with your staffing model and program design. In your answer, explain why these resources are necessary to deliver the proposed services.	350

DATA & PROGRAM IMPACT QUESTIONS (10 POINTS)	WORD LIMIT
DPIQ-1: What processes and systems does your agency use to promote program quality improvement? Describe the ways that your agency uses data, reflection and technical assistance to refine and improve the delivery of services.	350
DPIQ-2: Describe the indicators or metrics that your program uses to determine the impact and effectiveness of your services.	250

BUDGET UPLOAD (5 POINTS)

Proposers will upload a 1-year budget using the Budget Template provided by DCYF. The budget template can be found in the online RFP system as well as at https://api.sf.gov/documents/61829/CRVPI_RFP_Budget_Template.xlsx. All proposers will submit one Community Response & Violence Prevention Initiative RFP Budget Template file. The following table provides details about budget submissions including the required timeframe, evaluation criteria and point value.

BUDGET TIMEFRAME	EVALUATION CRITERIA	POINT VALUE
1 year	Proposal scorers will assess whether the budget is appropriate and reasonable for the proposed services.	5

PROPOSER INTERVIEW (20 POINTS)

All proposers that meet MQs will participate in an in person interview. Proposers will select 2 potential interview timeslots. DCYF will then make final scheduling decisions. The following table details the interview questions and their point values.

INTERVIEW QUESTIONS	POINT VALUE
IQ-1: This work relies heavily on trust and credibility within communities impacted by violence. Describe your organization's experience working in the following neighborhoods: Mission, SOMA/TL, Bayview/Hunters Point and Fillmore/Western Addition. In your response include how your agency builds and maintains trust with community members and individuals at the highest risk of violence. Please provide an example of a relationship or engagement approach that demonstrates your credibility and effectiveness.	5
IQ-2: This citywide initiative requires strong communication and coordination. Describe your agency's experience communicating with City leadership, the Adult Probation Department, San Francisco Unified School District's School Violence Interrupters, Juvenile Probation, San Francisco Police Department and the Department of Public Health. In your response include examples of coordination efforts your agency has led and share examples of the biggest challenges when communicating and coordinating.	5
IQ-3: Community Violence Interrupters and Intensive Life Coaches are central to this initiative and the work can be demanding and unpredictable. Based on the staffing model proposed in your application, describe how your organization will recruit, support and retain staff who have the experience, community credibility and lived experience needed for these roles while also promoting staff safety, wellness and sustainability.	5
IQ-4: If awarded funding, what do you believe will be the biggest opportunity and the biggest challenge in implementing this initiative?	5
TOTAL	20

SELECTING INTERVIEW TIMESLOTS

Proposers will select 2 preferred timeslots from the following list. All interviews will be held in person.

- ☐ Morning of Tue December 1, 2026
- ☐ Afternoon of Tue December 1, 2026
- ☐ Morning of Wed December 2, 2026
- ☐ Afternoon of Wed December 2, 2026
- ☐ Morning of Thu December 3, 2026

EVALUATION, RANKING & AWARDS

Responsive proposals will be evaluated by a review panel consisting of staff from APD, DCYF, DPH, JPD and other individuals with relevant subject matter expertise. Written Proposals, Budgets and Interviews will be evaluated and scored using the criteria established for this RFP. Scores will be tabulated and proposers will be ranked beginning with the proposer receiving the highest score and continuing in descending order.

DCYF, in consultation with APD and DPH, reserves the right to request additional information, request clarifications, make multiple awards, make partial awards or reject any or all proposals in accordance with applicable laws and City requirements.

The following table details the point values for each component of this RFP.

EVALUATION COMPONENT	MAXIMUM POINTS
Minimum Qualifications	Pass/Fail
Written Proposal	75
Budget Upload	5
Interview	20
TOTAL	100

The Written Proposal is worth a maximum of 75 points and is divided into the following sections.

WRITTEN PROPOSAL COMPONENT	MAXIMUM POINTS
Target Population Questions	10
Program Design Questions	25
Operations & Staffing Questions	20
Budget Questions	10
Data & Program Impact Questions	10
TOTAL	75

FINAL PROPOSAL RANKING & AWARDS

Written Proposal, Budget Upload and Interview scores will be combined to determine each proposer's final score. Final scores will be calculated by averaging the scores assigned by the review panel and ranking proposers in descending order, beginning with the proposer receiving the highest score. Grants will be awarded to the highest ranked proposals.

NEGOTIATIONS

Agencies awarded through this RFP must meet the following conditions to enter into negotiations to receive funding. If these conditions are not met by the release of award decisions, tentatively scheduled for Mon December 14, 2026, APD will not award funds to the agency and will begin negotiations with another qualified proposer.

- Approved City Supplier: APD cannot enter into contract with agencies that are not approved City Suppliers or who are on the City Supplier Debarred list by the release of award decisions.
- California Office of the Attorney General Compliance: APD cannot enter into contract with agencies who are not in compliance with the California Office of the Attorney General's registration and reporting requirements, as reported in its Registry of Charitable Trusts. Proposers must be in compliance at the time of Intent to Award submission and must remain compliant throughout the RFP process. Proposers who are found to be out of compliance at the time of RFP awards will not be eligible to receive a grant.

Following award decisions, APD, on behalf of the City and County of San Francisco, will conduct a detailed review of the proposed program and budget. APD may negotiate scopes of work, budgets and other terms and conditions as necessary to ensure alignment with the goals, requirements and policies of this RFP.

If APD is unable to reach a satisfactory agreement with a proposer, negotiations may be terminated and APD may begin negotiations with another qualified proposer. This process may continue until contractual agreements are finalized.

CONTRACTUAL REQUIREMENTS

Funded organizations must comply with all requirements outlined in the Grant Agreement. An example Grant Agreement (G-100) is provided for reference in Appendix B.

A. San Francisco Contracting Requirements

The contractor must comply with City and County of San Francisco ordinances and contracting requirements. For more detailed information, visit the Office of Contract Administration website at <https://www.sf.gov/resource/2022/contracting-requirements-approvals-and-waivers-agency>.

B. Insurance Requirements

The City and County of San Francisco's standard insurance requirements are as follows:

1. Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness
2. Commercial General Liability Insurance with limits not less than one million dollars (\$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
3. 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. Fiscal and Organizational Practices

All funded organizations are mandated to comply with all scheduled formal fiscal/compliance monitoring and organizational site visits.

D. Sunshine

Under Chapter 12L of the San Francisco administrative code, non-profits that receive in excess of \$250,000 in City funds must comply with specific open government requirements and respond to requests for financial and meeting information from members of the public. This is commonly called the "Sunshine Act."

E. Accessibility

Programs and services must be accessible to persons with disabilities to be in compliance with the Americans with Disabilities Act (<https://www.ada.gov/law-and-regs/>). Program access can be achieved in many cases without having to alter the existing facility.

F. Non-Discrimination

Proposers will be required to agree to comply fully with and be bound by the provisions of Chapter 12B of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. Additional information on Chapters 12B is available at <https://www.sf.gov/equal-benefits-program>.

G. Religious Activity

Funds may not be used for religious purposes or for the improvement of property owned by religious entities except where the grant recipient is a secular non-profit organization with a long-term lease.

H. Political Activity

No funds received through this RFP shall be used to provide financial assistance for any program that involves political activities. Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code.

I. Minimum Compensation Ordinance (MCO)

Proposers will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P. Generally, this Ordinance requires grantees and contractors to provide employees covered by the Ordinance who do work funded under the grant or contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For more information, including the amount of hourly gross compensation currently required under the MCO, see <https://www.sf.gov/information/minimum-compensation-ordinance>.

SUBCONTRACTING

Proposers may include subcontracting arrangements with other agencies; however, these arrangements must be made prior to submission of the proposal. Confirmation of a memorandum of understanding or other formal agreement between the proposer and subcontractor may be requested by DCYF. All proposers must follow relevant local, state, and federal laws when utilizing subcontractors.

COLLABORATIVES

Collaboratives (i.e., joint ventures or teams of agencies with complementary skills and experience) are permitted to respond to this RFP. Collaboratives must designate a lead agency that will serve as the fiscal sponsor and be responsible for convening partners; planning, managing and coordinating the delivery of services described in this RFP; meeting program outcomes and reporting requirements; and ensuring effective coordination and alignment among collaborative partners and with all awardees in this initiative. The lead agency must demonstrate the management, financial and fiscal oversight capacity necessary to account for grant funds, develop and maintain appropriate financial systems and controls, select and manage subcontractors, and oversee the programmatic and fiscal relationships between the lead agency and all collaborative partners. For additional information about the grant requirements for collaboratives see page 12.

APPENDIX A: VERIFICATION OF EXPERIENCE LETTER TEMPLATE

ABOUT THIS TEMPLATE:

This template is only required if you are using Verification of Experience Letters to demonstrate compliance with the Minimum Qualifications (MQs) for the Community Response and Violence Prevention Initiative RFP. Proposers who are using qualifying City and County of San Francisco contracts to demonstrate their experience do not need to complete this template.

As a part of the Intent to Apply process proposers must verify that they meet the following minimum qualifications (MQs).

- MQ1: Past Experience: Proposers must have at least 5 years of experience providing two or more of the following services: street outreach, conflict mediation, community de-escalation and safe passage services during the period from 2016–2026. This experience does not have to be continuous and may be intermittent within the last 10 years.
- MQ2: San Francisco Neighborhood Experience: Proposers must demonstrate experience providing the services described in MQ#1 in at least 3 San Francisco neighborhoods during the period from 2016–2026.

Proposers will submit a single set of contracts and/or Verification of Experience Letters that DCYF will use to determine compliance with both MQ#1 and MQ#2. Proposers may demonstrate compliance by:

- Providing information in DCYF's online RFP system about one or more relevant contracts with the City and County of San Francisco; and/or
- Uploading one or more Verification of Experience Letters using this template if the proposer has not previously delivered services aligned with this RFP under a San Francisco contract.

Proposers may combine multiple contracts and/or Verification of Experience Letters to demonstrate the required years of experience.

A Verification of Experience Letter must be completed by an organization or partner that can confirm the proposer's relevant experience.

REQUIREMENTS FOR VERIFICATION OF EXPERIENCE LETTERS

- Letters must be prepared on the verifier's organizational letterhead.
- The verifier must be authorized to represent the organization and have direct knowledge of the proposer's work completed for the organization.
- Letters must clearly identify:
 - The services provided by the proposer
 - The San Francisco neighborhood or neighborhoods in which the services were provided
 - The month and year for the start and end date of each engagement. DCYF will calculate qualifying experience based on the dates provided in the submitted documentation.
- Letters must include the verifier's original signature.
- Proposers may not submit Verification of Experience Letters on their own behalf.
- DCYF, APD and DPH will not provide Verification of Experience Letters for proposers. Proposers seeking to use work completed for DCYF, APD or DPH may instead identify relevant contracts with the City and County of San Francisco in DCYF's online RFP system.
- Completed letters must be returned to the proposer and uploaded with the Intent to Apply application.
- Delete this instruction page before submitting the completed letter.

All letter(s) must be uploaded in the online RFP system by the Intent to Apply deadline: SEP 11, 2026 AT 5PM

[TO BE COMPLETED ON THE VERIFIER'S OFFICIAL LETTERHEAD]

[Verifiers should replace all highlighted text]

August 17, 2026

San Francisco Dept. of Children, Youth & Their Families (DCYF)

1455 Market Street, Suite 17B

San Francisco, CA 94103

Re: Verification of Experience for **[Proposer Organization Name]**

To Whom It May Concern:

I am writing to verify that **[Proposer Organization Name]** has provided the following services, in alignment with **DCYF's Community Response & Violence Prevention Initiative RFP**.

- Service Provided: **[Identify the services provided. Services should include two or more of the following, if applicable: street outreach, conflict mediation, community de-escalation, and safe passage services.]**
- San Francisco Neighborhoods Served: **[List all San Francisco neighborhoods in which services were provided.]**
- Dates of Service: **[Start Month/Year to End Month/Year]**
- Scope of Work: **[Brief description of the scope and deliverables of services provided]**
- Basis for Knowledge: **[Brief description of your organization's relationship to the proposer and the basis for your organization's knowledge of the proposer's history of providing these services.]**

Based on our engagement, I confirm that **[Proposer Organization Name]** has experience delivering services similar in scope to those described in the Community Response & Violence Prevention Initiative Request for Proposals.

If you have any questions regarding this verification, please contact me at:

- Name: **[Verifier's Full Name]**
- Title: **[Verifier's Title]**
- Organization: **[Verifier's Organization Name]**
- Email Address: **[Verifier's Email Address]**
- Phone Number: **[Verifier's Phone Number]**

Sincerely,

[Signature]

[Typed Name]

[Title]

APPENDIX B: EXAMPLE GRANT AGREEMENT G-100 (3-26)

GRANT AGREEMENT

Between
CITY AND COUNTY OF SAN FRANCISCO
and

[INSERT NAME OF GRANTEE]
[INSERT DEPARTMENT AGREEMENT ID, IF ANY]
[INSERT PEOPLESFT AGREEMENT ID]

This Grant Agreement ("Agreement") is made as of **[INSERT DATE]**, in the City and County of San Francisco, State of California, by and between **[INSERT NAME OF GRANTEE IN ALL CAPS]** ("Grantee") and the CITY AND COUNTY OF SAN FRANCISCO ("City"), acting by and through **the ADULT PROBATION DEPARTMENT** ("Department").

Recitals

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

[INSERT SHORT DESCRIPTION OF PROJECT/ACTIVITY IN UNDERSCORED TEXT]; and

WHEREAS, Grantee is acting as a fiscal sponsor for [name of sponsored project/entity]; and

WHEREAS, grants awarded by City or Department are governed by San Francisco Administrative Code Chapter 21G, unless otherwise stated herein; and

WHEREAS, the Grant was competitively procured as required by San Francisco Administrative Code Chapter 21G.3 through Request for Proposals (RFP) Community Response & Violence Prevention Initiative, issued on August 17, 2026, in which City selected Grantee because [insert reason, such as: Grantee was the highest ranked qualified respondent pursuant to the RFP]; and

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

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

Definitions

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

"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.

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

“Budget” shall mean the budget attached hereto as part of Appendix B (“Definition of Grant Plan and Budget”).

“Charter” shall mean the Charter of City.

“Confidential Information” shall mean confidential City information including, but not limited to, personal identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information.

“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.

“Controller” shall mean the Controller of City.

“Deliverables” shall mean Grantee’s or its subcontractors’ work product, including any partially completed work product and related materials, resulting from the services provided by Grantee to City during Grantee’s performance of the Agreement, including without limitation, the work product described in the Grant Plan.

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

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

“Fiscal Sponsor” shall mean an entity or organization that offers its legal and tax-exempt status to another person, entity, or organization pursuant to a fiscal sponsorship agreement; who participates in the operations of that person, entity or organization by receiving assets and incurring liabilities for the mutual benefit of pursuing charitable goals; and in consideration for the benefit of that person, entity, or organization, the fiscal sponsor has assumed responsibility to manage programs, events, revenue, grants, contributions, contracts and/or insurance programs. Grantee is acting as a Fiscal Sponsor for [INSERT NAME OF SPONSORED PROJECT OR ENTITY]. A copy of the fiscal sponsorship agreement is attached as Appendix [H or other appropriate letter].

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

“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.

“Funding Request” shall have the meaning set forth in Section 5.3.1.

“Grant” shall mean this Agreement.

“Grant Funds” shall mean all funds allocated or disbursed to Grantee under this Agreement.

“Grant Plan” shall have the meaning set forth in Appendix B (“Definition of Grant Plan and Budget”).

“Indemnified Parties” shall mean: (a) City, including the Department and all commissions, departments, agencies and other subdivisions of City; (b) City’s elected officials, directors, officers, employees, agents, successors and assigns; and (c) all persons or entities acting on behalf of any of the foregoing.

“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.

“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, including social media publishing, which relates to all or any portion of the Grant Plan or is paid for in whole or in part using Grant Funds.

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 (“Assignment and Subcontracting”).

References to this Agreement. References to this Agreement include: (a) all appendices, exhibits, schedules, attachments hereto; (b) all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) all amendments, modifications or supplements hereto made in accordance with Section 17.2 (“Modification”). 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.

Appropriation and Certification of Grant Funds; Limitations on City’s Obligations

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.

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.

Automatic Termination for Non-Appropriation 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.

Superseding 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.

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.

Term

Duration of Term. The term of this Agreement shall commence on **[INSERT START DATE]** and expire on **[INSERT EXPIRATION DATE]**, unless earlier terminated as otherwise provided herein.

Authorization to Commence Work. Grantee shall not, and shall not cause its subcontractors or subgrantees, to begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

Implementation of Grant Plan

Implementation of Grant Plan; Cooperation with Monitoring. Grantee shall diligently and in good faith implement the Grant Plan on the terms and conditions set forth in this Agreement and, to the extent that they do not differ from this Agreement, the Application Documents. Grantee shall not materially change the nature or scope of the Grant Plan during the term of this Agreement. 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.

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

Ownership of Results. Any interest of Grantee or any subgrantee, in Deliverables specified in the Grant Plan shall become the property of and be promptly transmitted to City unless the Grant Plan states that Grantee retains ownership of such Deliverables. Grantee shall retain ownership of all other work product created in connection with Grantee's performance of the Agreement. Notwithstanding the foregoing, and in conjunction with Section 4.5, City has the right to inspect, display, distribute, exhibit, reproduce or otherwise use all Deliverables and work product, regardless of ownership rights, for governmental purposes and may retain copies for reference, reporting, and archival purposes. Grantee may retain and use copies of any City-owned Deliverables for reference and as documentation of its experience and capabilities.

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.

Publications and Work Product.

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.

Without limiting the obligations of Grantee set forth in subsection 4.5.1 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. City's approval of any material hereunder shall not be deemed an endorsement of, or agreement with, the contents of such material, and City shall have no liability or responsibility for any such contents. City reserves the right to disapprove any material covered by this section at any time, notwithstanding a prior approval by 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.

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.

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.

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.

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.

Restricted Funds. All funds received under this Agreement are restricted to solely support the sponsored project described in Appendix B ("Definition of Grant Plan and Budget") and not for any other purpose. Notwithstanding the foregoing, fiscal sponsorship fees as set forth in the Agreement are allowed. Grantee must refund to City any portion of City funds not used in accordance with Appendix B if: a) there are any remaining City funds after the termination or expiration of this Agreement; b) funds were not used exclusively for the sponsored project; c) the fiscal sponsorship relationship between Grantee and the sponsored entity terminates; or d) City terminates this Agreement with Grantee.

Use and Disbursement of Grant Funds

Maximum Amount of Grant Funds. In no event shall the amount of Grant Funds disbursed hereunder exceed [INSERT DOLLAR AMOUNT] Dollars (\$INSERT AMOUNT IN NUMBERS).

Use of Grant Funds.

Eligible Expenses. Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A ("Definition of Eligible Expenses") 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.

Advanced Payments. Grantee may be allowed advance payment of Grant Funds on the limited terms specified in Appendix B ("Definition of Grant Plan and Budget"). Each request for an advance payment is subject to written approval by City. Grant advances will undergo periodic reconciliation and monitoring. Grantee is required to submit receipts and proof of payment demonstrating the utilization of advance funds for Eligible Expenses within <<two months>> of receiving advancement.

Use of funds. Advanced payments may not be provided to any other entity or be used for any other purpose other than as described in the Grant Plan and Budget.

Unused funds. All advanced funds that are not used in their entirety by the end of the grant term or by the end of the fiscal year, whichever is earlier, must be returned to City promptly.

Default. If Grantee does not submit receipts or proof of payment, or other documentation demonstrating the use of advance funds for Eligible Expenses, such occurrence will be considered an Event of Default, and City may seek any remedies in Section 11.2.

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

Grantee shall timely submit to the Department for approval, in the manner specified for notices pursuant to Article 15 ("Notices and Other Communications"), a document (a "Funding Request") substantially in the form attached as Appendix C ("Form of Funding Request"). All items listed in the Funding Request must be Eligible Expenses. All Funding Requests shall be submitted no later than [30] days after the end of each [month], except for the last Funding Request of the fiscal year which must be submitted within <<15>> days before the end of July. 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.

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.

State or Federal Funds.

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.

Grant Terms. The funding for this Agreement is provided in full or in part by a Federal or State Grant to City. As part of the terms of receiving the funds, 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 F, ("State/Federal Funding Terms"). If applicable, Grantee shall insert such Federal or State Grant terms into each subcontract it may have with subcontractors or subgrantees. Grantee is responsible for compliance with the terms of the Federal or State Grant terms by any of its subcontractor or subgrantee.

Reserved (Payment of Prevailing Wages).

Reporting Requirements; Audits; Penalties for False Claims

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.

Annual Economic Statement. If Grantee is a nonprofit organization that receives a cumulative total of at least \$1,000,000 annually from or through City, to provide direct services to the public, Grantee shall file with City Administrator or otherwise make publicly available in a manner authorized by the City Administrator, an annual economic statement that complies with San Francisco Administrative Code Section 10.1.

Nonprofit Monitoring. If Grantee is a nonprofit organization that receives a total of at least \$1,000,000 in funding from City in a fiscal year, Grantee must submit an audited balance sheet and related statement of income and cash flows for that fiscal year certified by an independent accounting firm within six months after the end of the fiscal year in compliance with San Francisco Administrative Code Section 10.6-1.

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 its legal status described in Section 8.1 ("Organization; Authorization").

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.

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.

Books and Records. Grantee shall establish and maintain, and instruct subcontractors and subgrantees to establish and maintain as appropriate, 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, and instruct subcontractors and subgrantees to establish and maintain as appropriate, 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, and instruct subcontractors and subgrantees to establish and maintain as appropriate, 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.

Inspection and Audit. Grantee shall make available to City, its employees and authorized representatives, during regular business hours all files, records, books, invoices, documents, payrolls and other data required to be established and maintained by Grantee under Section 6.5 (“Books and Records”). Grantee shall permit City, its employees and authorized representatives to inspect, audit, examine and make copies 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.

Submitting False Claims. Grantee shall only submit a Funding Request to City upon a good faith and honest determination that the funds sought are for Eligible Expenses, and shall only use Grant Funds for payment of Eligible Expenses. Any Grantee who submits a False Claim as defined under Administrative Code Section 21.G.7(f) shall be liable to City for three times the higher of (A) the amount of damages that City sustains due to the False Claim, or (B) the amount of the False Claim. Any such Grantee shall also be liable to City for all costs, including attorneys’ fees, of a civil action brought to recover any penalties or damages, and may be liable to City for a civil penalty of up to \$10,000 for each False Claim.

Grantee’s Board of Directors. If Grantee is a nonprofit, it 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. Grantee’s board of directors shall exercise such oversight responsibility over this Agreement as is necessary to ensure full and prompt performance by Grantee of its obligations under this Agreement.

Taxes

Grantee to Pay All Taxes. Grantee shall pay to the appropriate governmental authority, as and when due, 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.

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:

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.

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.

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.

Withholding. Grantee agrees that it is obligated to pay all amounts due to 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 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.

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:

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 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.

Location. Grantee's operations, offices and headquarters are located at the address for notices set forth in Section 15.1 ("Requirements"). All aspects of the Grant Plan will be implemented at the geographic location(s), if any, specified in the Grant Plan.

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.

Conflict of Interest.

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 City if it becomes aware of any such fact during the term of this Agreement.

Only one member of an immediate family may serve as an officer, director or employee with Grantee's organization without City's prior written consent. Additional family members may be affiliated with Grantee with 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).

No Other Agreements with City. Except as expressly itemized in Appendix D ("Grantee's Interests in Other City Contracts"), 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. Grantee shall promptly notify City of Grantee's interest in any other City contracts arising after execution of this Agreement that are substantially related to the services funded under the Grant Plan. Grantee shall not accept payment from any other City source for the work defined in the Grant Plan.

Subcontracts. Except as may be permitted under Section 13.3 ("Subcontracting"), 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.

Eligibility to Receive Funds. Grantee is not currently suspended, debarred, or otherwise excluded from entering into an Agreement with City pursuant to San Francisco Administrative Code Chapter 28. Grantee will not enter into any contract or subcontract, including but not limited to leases or grants with any entity or individual that has been suspended or debarred as defined in Chapter 28.

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.

Good Standing. If applicable, Grantee represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Grantee shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City request, Grantee shall provide documentation demonstrating its compliance with applicable legal requirements. If Grantee will use any subcontractors/subgrantees/subrecipients to perform the Agreement, Grantee is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts at the time of grant execution and for the duration of the agreement. Any failure by Grantee or any subcontractors/subgrantees/subrecipients to remain in good standing with applicable requirements shall be a material breach of this Agreement.

Indemnification and General Liability

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 ("Taxes"); 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 City.

Duty to Defend; Notice of Loss. Grantee acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 9.1 ("Indemnification"): (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.

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.

LIMITATION ON LIABILITY OF CITY. CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL 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.

Insurance

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

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

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

Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage.

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.

<INSTRUCTIONS> If professionals are used as part of the grant agreement, professional liability will be required. Insert the following Section 10.1.4 as appropriate.

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

Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim, from claims arising out of the alleged or actual wrongful acts, errors or omissions, misstatements, neglect, or breach of fiduciary duty of its directors and officers while acting in their capacities as such for the Grantor and/or Fiscal Sponsor of Grantor. If coverage is written on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement.

Cyber and Privacy Liability 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.

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

Name as additional insured City and County of San Francisco, its officers, agents and employees.

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.

Additional Requirements for All Policies. All policies shall 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.

Required Post-Expiration Coverage. If 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.

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

Evidence of Insurance. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance including evidence of additional insured endorsements, from 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. If Grantee is providing fiscal sponsorship services in connection with this Agreement, Grantee shall provide evidence that the activities of the sponsored project or subgrantee are covered by the applicable policies. Grantee shall provide complete copies of all policies promptly upon City's request.

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

Insurance for Subcontractors and Evidence of this Insurance. If a subcontractor will be used to complete any portion of this Agreement, Grantee shall ensure that the subcontractor shall provide all necessary insurance and shall include City and County of San Francisco, its officers, agents, and employees and the Grantee, and/or Fiscal Sponsor as additional insureds.

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

Events of Default and Remedies

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

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.

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

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 (“Representations and Warranties”) or 16 (“Compliance”).

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.

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

Voluntary Insolvency. Grantee (a) is generally not paying its debts as they become due, (b) 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, (c) makes an assignment for the benefit of its creditors, (d) 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 (e) takes action for the purpose of any of the foregoing.

Involuntary Insolvency. Without consent by Grantee, a court or government authority enters an order, and such order is not vacated within ten (10) days, a) 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, (b) 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 (c) ordering the dissolution, winding-up or liquidation of Grantee.

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:

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 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.

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 City in its sole discretion, shall be disbursed without interest.

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.

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.

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:

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

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

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 or subgrantees after the termination date specified by City, except for those costs incurred at the request of City pursuant to this section.

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.

Disclosure of Information and Documents

Protection of Data and Information.

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 Confidential Information, the disclosure of which to third parties may be damaging to City or those such individuals or organizations that provided the information. Grantee agrees that all Confidential Information disclosed to Grantee under this Agreement 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 entity would use to protect its own proprietary or confidential data. At the request of City or termination or expiration of this Agreement, Grantee shall promptly return all Confidential Information given to, or collected by Grantee, and/or destroy such data in any form or medium in which Grantee stores the data. In addition to the terms included in this section, Grantee will take further steps to protect the Confidential Information obtained through this Agreement, as stated in Appendix G.

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, City may terminate the Agreement, bring a false claim action against the Grantee pursuant to Chapter 21G of the Administrative Code, or debar the Grantee.

Sunshine Ordinance. Grantee acknowledges that this Agreement and all City records related to its formation, Grantee's performance of the Grant Plan, and City's payment hereunder are subject to the California Public Records Act, (California Government Code §7920.000 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

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.

Assignment and Subcontracting

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 the assets of Grantee shall be deemed an assignment for purposes of this Agreement.

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.

Subcontracting. If Appendix E (“Permitted Subgrantees”) lists any permitted subgrantees, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subcontract to those listed subgrantees on the terms set forth in this Section. If Appendix E is blank or specifies that there are no permitted subgrantees, Grantee shall have no rights under this Section. After execution of this Agreement, if Grantee identifies a need to enter into a subgrant to accomplish the Grant Plan, Grantee must obtain advanced written approval from City.

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 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.

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 (“Inspection and Audit”). Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.

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

Independent Contractor Status

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.

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.

Consequences of Recharacterization.

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.

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).

A determination of employment status pursuant to either Section 14.3.1 or Section 14.3.2 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.

Notices and Other Communications

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

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

If to Grantee: <<INSERT NAME OF GRANTEE>>
<<INSERT ADDRESS>>
San Francisco, CA <<INSERT ZIP CODE>>
Attn: <<INSERT CONTACT NAME>>

Facsimile No. <<INSERT FAX NO. IF FAX NOTICES
DESIRED>>

Date: _____

Any notice of default or data or security breach must be sent by certified mail or other trackable written communication, and also by e-mail, with the sender using the receipt notice feature. Either party may change the address to which notice is to be sent by giving written notice thereof to the other party at least (10) days prior to the effective date of such change. If email notification is used, the sender must specify a receipt notice.

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

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

Compliance

Governmental Conduct Related Contractual Obligations.

Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12G, no funds appropriated by City 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 (a) Grantee shall keep and maintain appropriate records to evidence compliance with this section, and (b) 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 City or its designee to ensure compliance with this section. In the event Grantee violates the provisions of this section, City may, in addition to any other rights or remedies available hereunder, (a) terminate this Agreement and any other agreements between Grantee and City, (b) prohibit Grantee from bidding on or receiving any new City contract for a period of two (2) years, and (c) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

Limitations on Contributions. By executing this Agreement, Grantee acknowledges its obligations under section 1.126 of City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of 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 (a) 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, (b) a candidate for that City elective office, or (c) 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 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 City department with whom it is contracting.

Employment Related Contractual Obligations.

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

Health Care Accountability Ordinance. Labor and Employment Code Article 121 applies to this Agreement. Grantee shall comply with the requirements of Article 121. For each Covered Employee, as defined in Article 121, Grantee shall provide the appropriate health benefit set forth in Article 121.3 of the HCAO. If Grantee chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of Article 121, as well as the Health Commission's minimum standards, is available on the web <https://www.sf.gov/departments--office-labor-standards-enforcement>. Grantee is subject to the enforcement and penalty provisions in Article 121. Any subcontract entered into by Grantee shall require any subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

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

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, Grantee 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 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. 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.

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.

Nondiscrimination Requirements.

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

Nondiscrimination in the Provision of Employee Benefits. San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. Grantee does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Labor and Employment Code Article 131.2.

Environmental Related Contractual Obligations.

Distribution of Beverages and Water.

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 10I, as part of its performance of this Agreement.

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.

Wood Products.

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.

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.

Food Service Waste Reduction Requirements. Grantee agrees to comply fully with and be bound by all 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.

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.

Public Access to Meetings and Records. If Grantee receives a cumulative total per year of at least \$1,000,000 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 City to terminate and/or not renew the Agreement, partially or in its entirety.

Compliance with Laws Requiring Access for People with Disabilities.

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

Web and Mobile Content Accessibility. Grantee shall adhere to the requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sec. 1201 et seq.), including the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, as specified in the Department of Justice's Title II Rule on the accessibility of web content and mobile applications (28 C.F.R. Part 35), Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d), and the applicable Revised Section 508 Standards published by the U.S. Access Board <https://www.access-board.gov/ict/>, as amended from time to time]. Grantee shall ensure that all information content and technology required by this Agreement that is posted on a public website or available through a mobile application fully conforms to 28 C.F.R. Part 35 [and the applicable Revised 508 Standard].

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.

Miscellaneous

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.

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.

Reserved.

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.

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.

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 and Budget
- Appendix C, Form of Funding Request
- Appendix D, Grantee's Interests in Other City Contracts
- Appendix E, Permitted Subgrantees
- Appendix F, State/Federal Funding Terms
- Appendix G, Confidentiality and Privacy of Participant Information
- Appendix H, Fiscal Sponsorship Agreement [
- Appendix I, Grant Modification for Use of Contingency Amounts

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.

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.

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.

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:

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

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.

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

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.

Acquisition and Disposition of Nonexpendable Property. At the termination or expiration of the Agreement, City reserves the right to take title and possession of any nonexpendable property that is acquired by Grantee using funds provided under this Agreement, which costs more than \$1,000.00 (one thousand dollars) and has a useful life that exceeds one year. Grantee has the right to use and possess such property during the term of the Agreement, and shall be solely responsible for the use and maintenance of

such property and for any liability associated with the property that arises or relates to any act or omission occurring at any point prior to Grantee's delivery of the property to City. Grantee may not alienate, transfer, or encumber such property without City's prior written consent. At City's election, City may reallocate such property to other third parties upon the termination or expiration of the Agreement.

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 they have 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

INSERT CITY DEPARTMENT OR
COMMISSION IN ALL CAPS

By: _____
INSERT NAME OF SIGNATOR
INSERT TITLE

Date: _____

GRANTEE:

INSERT NAME OF GRANTEE IN ALL
CAPS>>

By: _____

Print
Name: _____

Title:

Date:

Approved as to Form:

David Chiu
City Attorney

Federal Tax
ID#: _____

City Supplier Number:

By: _____
[Name of Deputy City Attorney]
Deputy City Attorney

Date: _____ □

In the footer, the page number
should match the “of” number, such
as “39 of 39.”

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.

1. All Eligible Expenses must be:

Paid by Grantee prior to the submission of the applicable Funding Request (no advances of Grant Funds shall be made); [or, if advances are permitted: incurred and paid by Grantee no more than <<30 days>> after the disbursement of Grant Funds pursuant to the Funding Request];

- a. direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees;
- b. reasonable, necessary, and directly aligned with the stated purpose of the contract or grant. Any costs deemed excessive, inconsistent with the contract’s objectives, or not representing a prudent use of public funds will be considered ineligible. Any shared costs must be allocated appropriately across program and administrative cost centers using a consistent and reasonable methodology to be deemed eligible.
- c. within the scope of the applicable Budget line item; and
- d. directly related to activities performed within the physical boundaries of the City and County of San Francisco, or directly benefiting City residents, unless otherwise specified in the Grant Plan.

2. Eligible Expenses may include:

- a. Grantee employees’ salaries and wages only for work performed under the Grant Plan, including fringe benefit costs and paid leave costs, appropriately allocated to the grant;
- b. Grantee’s allocated rent or related occupancy costs associated with building space, rental/lease of space used to run the program, and rent for main space and auxiliary space (such as performance or meeting halls or studios), that are necessary to perform work under the Grant Plan including allocated costs associated with facility upkeep, insurance, maintenance and/or janitorial services;
- c. appropriately allocated share of utilities related to work in the Grant Plan, such as gas, electricity, water, internet and telephone charges;
- d. materials, supplies and equipment such as computers, IT system, furniture, printers and/or photocopiers used in the operation of the program, consistent with the type of services provided by the program and related to and appropriately allocated to the Grant Plan;
- e. transportation and travel costs necessary for the operation of the program and consistent with the type of services provided by the program and related to the Grant Plan;
- f. eligible expenses incurred by authorized subgrantees, or agents on behalf of the Grantee, when use of subgrantee has been approved in the Grant Plan or otherwise authorized;
- g. other program expenses as stated in the Grant Plan; and
- h. appropriately allocated and allowable indirect cost.

3. Eligible Expenses shall specifically exclude:

- a. personal or business-related costs or expenses related to meals, catering, transportation, lodging, fundraising, educational activities, or political activities as referenced in Section 16.11;
- b. entertainment costs for staff, including social activities, events or field trips that only benefit staff, staff celebrations, and food or meals for staff only;
- c. 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, including << include list of any specific costs restricted by funder>>;
- d. parking/moving violation fines, penalties, late charges or interest on any late payments, credit card fees, bad debts including losses and related collection and legal costs;
- e. mortgage principal, mortgage interest attributable to fully depreciated assets, facilities or occupancy costs such as property taxes, loans against own property, and security deposits;
- f. 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;
- g. bottled water, sugar-sweetened beverages, alcoholic beverages, and tobacco products;
- h. bonuses or incentives offered to staff, paid sabbaticals for staff, severance payments to former staff, lump sum payouts of unused vacation or compensatory time;
- i. expenses not approved in the project budget, or expenses incurred outside the active dates of the Agreement; or
- j. unreasonable costs deemed excessive or not necessary for program objectives.

Appendix B - Definition of Grant Plan and Budget

1. Budget:

Grantee understands that the maximum amount of Grant Funds under Section 5.1 of the Agreement is a not-to-exceed amount, which includes <<INSERT DOLLAR AMOUNT>> Dollars (\$<<INSERT AMOUNT>>) as a contingency amount that shall not be used in the Budget attached to this Agreement and is not available to Grantee without a modification to the Budget.

Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification has been fully approved and executed in accordance with applicable City laws, regulations, policies/procedures and certification as to the availability of funds by Controller.

City may authorize use of contingency amounts for purposes that do not change the scope of the Grant Plan or add new line items to the Budget through a written modification signed by both parties substantially in the form of Appendix I. Any other changes resulting from the addition of contingency amounts to the Budget shall be made through a formal amendment pursuant to Section 17.2.

Appendix C - Form of Funding Request

FUNDING REQUEST

[Date: Month, Day, Year]_____

<<INSERT NAME OF DEPARTMENT>>

<<INSERT ADDRESS OF DEPARTMENT>>

San Francisco, CA <<INSERT ZIP CODE>>

Date:_____

Re: Grant No. <<INSERT YOUR REFERENCE NO.>>

Pursuant to Section 5.3 ("Disbursement Procedures") of the Grant Agreement (the "Grant Agreement") dated as of <<INSERT DATE>>, 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:	
Maximum Amount	
of Grant Funds	
Specified in	
Section 5.1 of the	\$_____
Grant Agreement:	
Total of All Grant	
Funds Disbursed	
Prior to this	\$_____
Request:	

Grantee certifies that:

- 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.
- 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 ("Maximum Amount of Grant Funds").
- The representations and warranties made in the Agreement are true and correct in all material respects as if made on the date hereof;
- No Event of Default has occurred and is continuing;

- e. The undersigned is an officer of Grantee authorized to execute this Funding Request on behalf of Grantee; and
- f. The requested disbursement has not been previously reimbursed from any source, and will not be requested from any other source in the future; and
- g. By submitting invoices for work performed by subcontractors or subgrantees as specified under the Agreement, the underlying work has been completed satisfactorily by such subcontractors or subgrantees, and such amounts Grantee is submitting for reimbursement has already been paid to the subcontractors or subgrantees.

SCHEDULE 1 TO REQUEST FOR FUNDING

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

Payee	Amount	Description
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The following are attached as part of this Schedule 1:

Supporting documentation below is required to be submitted with each Funding Request:

Expense	Required Documentation
Capital and Mortgage	• Invoice/receipt and proof of payment¹
Capital Assets	• Invoice/receipt and proof of payment for original purchase cost and any improvements • Depreciation schedule (upon request)
Equipment (Rent)	• Equipment Lease Agreement (upon request) • Proof of payment • Monthly invoices clearly stating the rate, service unit, and service period (if available)
Events and Food	• Invoice/receipt and proof of payment • Proof of attendance (e.g. sign-in sheets or invitation log) (if applicable)
Fringe Benefits	• Payroll records reflecting benefits, such as timesheets and/or payroll registers
Incentives	• Invoice/receipt and proof of payment • Documentation of participant eligibility in relevant program • Acknowledgment of receipt of incentive (if applicable) • Gift Cards: Refer to CON P&P
Insurance	• Invoice/receipt and proof of payment

¹ Examples of proof of payment include check images (front/back), bank statements, credit card statements, or payroll records. Documents must show payee, amount, and dates.

Licenses and Certifications	• Invoice/receipt and proof of payment
Materials & Supplies	• Invoice/receipt and proof of payment
Miscellaneous Expense	• Invoice/receipt and proof of payment
Rent	• Lease (upon request) • Proof of payment • Monthly invoices clearly stating the address, rate, and month (if available)
Salaries/Payroll	• Payroll records, such as timesheets and/or payroll registers
Stipends	• Signed acknowledgment of receipt of stipend by participant and/or cancelled check. Records should match a corresponding timesheet or other signed record of reason and calculation for stipend.
Subcontractors	• Invoice detailing the work performed, hours worked, and rate is required and must include proof of payment • Signed contract or MOU containing rate and scope of services (upon request) • Proof of insurance coverage (upon request)
Telecommunications	• Invoice/receipt and proof of payment
Training	• Invoice/receipt and proof of payment; • Documentation from training company indicating attendees, description, and cost
Transportation/Travel	• Invoice/receipt and proof of payment • Mileage logs, receipts of loaded cards (e.g.. Clipper/BART), etc.
Utilities	• Invoice/receipt and proof of payment

Appendix D - Grantee's Interests In Other City Contracts

Grantee is either a party to a contract, or is a subcontractor/subgrantee, or otherwise receives funding from City, in the following City contracts.

City Department or Commission	Date of Contract	Amount of Contract	Contract Number/ID	Contract Title/Description

Appendix E - Permitted Subgrantees

Appendix F - State/Federal Funding Terms

1. State/Federal Required terms:

- a. Grantee agrees to be informed of, and comply with the federal Uniform Guidance, which can be found at 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.

2. Grant Components:

a. Federal Award Identification.

- I. Subrecipient name (which must match the name associated with its unique entity identifier);
- II. ii. Subrecipient's unique entity identifier;
- III. iii. Federal Award Identification Number (FAIN);
- IV. iv. Federal Award Date (see §200.39 Federal award date);
- V. v. Subaward Period of Performance Start and End Date;
- VI. vi. Subaward Budget Period Start and End Date;
- VII. vii. Amount of Federal Funds Obligated by this action;
- VIII. viii. Total Amount of Federal Funds Obligated to the subrecipient;
- IX. ix. Total Amount of the Federal Award;
- X. x. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
- XI. xi. Name of Federal awarding agency, pass-through entity, and contact information for awarding official,
- XII. xii. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
- XIII. xiii. Identification of whether the award is R&D; and
- XIV. xiv. Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).

3. Reporting

The Federal Funding Accountability and Transparency Act (FFATA) requires information on federal awards be made available to the public via a single, searchable website <http://www.usaspending.gov/>. As a prime grantee of federal awards, City is required to comply with FFATA reporting requirements and report federal subawards made to subrecipients. This reporting is done using the subrecipient's unique numeric identifier, referred to as a Unique Entity ID, or "UEI". This UEI must be identified and available at the time of award.

4. Affidavit:

City must verify that the prospective subrecipient of federal awards is not suspended or debarred or otherwise excluded from participating in the transaction. This verification can be completed through the affidavit below.

By signing below, 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.

<<NAME OF GRANTEE>>

By _____

Print Name _____

Title _____

Date _____

Appendix G - Confidentiality and Privacy of Participant Information

1. In addition to the terms included in Section 12.1.1 of the Agreement, **Proprietary or Confidential Information of City**, Grantee agrees to further take the following steps to protect the confidentiality and privacy of information it obtains while providing services under this Agreement:
 - a. **Safeguards for Participant Information.** In the course of providing services to members of the public as set forth in this Agreement, Grantee may at times have access to and may collect or retain various kinds of information about people who are participating in and/or receiving services provided by Grantee based on funds received pursuant to this Agreement. Such information includes any information about a person that allows Grantee or would allow anyone else to identify that person by name or other personal characteristics, and it includes but is not limited to the following information about individual program participants: name and any aliases; contact information; demographic information; physical description information; photo, video, or audio recordings of the person; medical information; employment information; financial information; and/or any information about services or benefits that person receives from any City, state, or other governmental department or program. To the extent that Grantee keeps any such information associated with people who participate in and/or receive services funded by this Agreement, Grantee must take appropriate steps to protect the confidentiality of such information and to safeguard such information from unauthorized access, use, or disclosure. Such protections must include but are not limited to administrative, physical, and technical safeguards.
 - b. **Assessment of Use of Participant Information.** Grantee agrees to assess how it maintains and uses the program participant information described in Subsection 1.1 above, and implement industry standard protections based on the assessment. This assessment should include consideration of all of the following:
 - I. How such information is protected;
 - II. ii. How use of such information is limited to appropriate purposes;
 - III. iii. How such information is stored, including how computer systems are encrypted and how cloud storage or other online services are used;
 - IV. iv. How Grantee's employees, agents, or subcontractors are allowed to use and share such information;
 - V. v. If applicable, what rules apply to the distribution, sharing, or use of such information outside the services provided under this Agreement;

- VI. vi. How Grantee will ensure compliance with any applicable federal, state, and local laws and regulations relating to services funded by this Agreement and participant information kept by Grantee; and
 - VII. vii. How a participant is allowed to access information held by Grantee about that participant.
- c. **Notification to City of Loss or Unauthorized Access to Participant Information; Security Breach Notification.** Grantee must comply with all applicable laws that require notification to individuals in the event of unauthorized release of participant information or other event requiring notification. Regardless of all other such laws and obligations, Grantee must notify City of any actual, suspected, or potential exposure or misappropriation of participant information (any “Leak”) within seventy-two (72) hours of the discovery of such. Grantee, at its own expense, will reasonably cooperate with law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. The obligation to notify City expressly includes any suspected or potential Leak and not just a confirmed Leak. City retains the sole right to conduct media communications related to such Leak on its own behalf, and Grantee may not communicate with the media on behalf of City in relation to such Leak. Grantee is also required to use all reasonable efforts to coordinate its response to such Leak with City.

Notifications to City must be made via email to:

<<include contact information>>

Appendix H - Fiscal Sponsorship Agreement

<INSTRUCTIONS> Applicable only if Grantee is a Fiscal Sponsor. Include a copy of the fiscal sponsorship agreement between the Grantee and the sponsored project/entity.

Appendix I – Grant Modification for Use of Contingency Amounts

<INSTRUCTIONS> If a contingency amount is included in the not-to-exceed stated in Section 5.1, departments may use a short form modification to authorize use of such funds where there is no change to the scope of the Grant Plan and no new line items are added. Departments should create a template for Appendix I that is consistent with their operational needs. It should clearly set forth the contingency amount authorized, and specify how such funds are to be used consistent with the Grant Plan. Any modification must be signed and dated by both parties and maintained with the Agreement.