

**SAN FRANCISCO
DEPARTMENT OF CHILDREN,
YOUTH & THEIR FAMILIES**



**2026-2027 COMMUNITY GRANTS
REQUEST FOR PROPOSALS**



RFP ISSUED
SEP 23, 2026

INTENT TO APPLY DUE
OCT 16, 2026 AT 5PM

PROPOSALS DUE
DEC 2, 2026 AT 5PM

AWARDS ANNOUNCED
JAN 25, 2027

SOURCING EVENT ID: # 0000012105

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 DCYF

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.

OUR VISION

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.

OUR FOUNDATION

Our work is supported by four Strategic Pillars that reflect our core beliefs about how we must operate to achieve the outcomes we seek for children, youth, TAY/A and their families.

- Strategic Funding: we seek to address inequities in access and opportunity, to promote practice- and research-informed programs and to seed innovation
- Quality Services: we support high quality programs and strong community-based organizations to promote positive outcomes.
- Engagement With San Francisco's Communities: we use young people and their families' voices to set funding priorities, and we are present in neighborhoods across San Francisco.
- Collaborative Partnerships: we work with city stakeholders to set funding priorities, practices, and policies.

OUR PLANNING CYCLE

DCYF operates according to a five-year funding cycle that includes three major planning phases that are grounded in equity. The cycle begins with the [Community Needs Assessment \(CNA\)](#). The CNA is a citywide community input process that deeply engages community members to understand their current strengths and challenges while ensuring that their voices are represented throughout the planning process.

[The Services Allocation Plan \(SAP\)](#) is the second phase of the planning cycle. The SAP articulates DCYF's strategic plan for addressing the needs and disparities highlighted in the CNA, describes the service areas and partnerships we intend to support and allocates resources to them. DCYF's approach for developing the SAP includes a strong focus on collaborative partnerships with City agencies and the San Francisco Unified School District (SFUSD) to increase the impact of the services we support.

The third and final phase of the planning cycle, DCYF's [Request for Proposals \(RFP\)](#) and subsequent awards of five-year direct service grants, is the competitive funding process used to select the CBOs who will implement the services outlined in the SAP. Our RFP is designed to set the structure for services that will respond to the findings in the CNA by establishing funding requirements and identifying target populations. The RFP process is also designed to ensure that CBOs capable of providing high-quality, culturally responsive services are prioritized. The RFP process culminates with the selection of a portfolio of grantees to implement services in the new funding cycle.

FUNDING TERMS

REQUEST FOR PROPOSALS

The 2026-2027 Community Grants RFP includes up to \$1.74M in total available funding per year for up to seven grants for the period from April 1, 2027 through June 30, 2029. This funding must be used for the specific program purposes outlined in this RFP. Funding awards are subject to the availability of funds and grant terms. The tables below provide an overview of the grants available through this RFP.

RESULT: CHILDREN & YOUTH ARE READY TO LEARN & SUCCEED IN SCHOOL

Service Area: Out of School Time

STRATEGY	GRANT - REQUIRED PROGRAM LOCATION	REQUIRED PROGRAM PERIOD	ANNUAL ALLOCATION	NUMBER OF GRANTS
Comprehensive Year-Round & Summer Learning	District 5 - Ella Hill Hutch Community Center	Summer Only	Up to \$225K	1
Comprehensive Year-Round & Summer Learning	District 5	Year Round	Up to \$700K	Up to 3

RESULT: CHILDREN & YOUTH ARE SUPPORTED BY NURTURING FAMILIES & COMMUNITIES

Service Area: Outreach & Access

STRATEGY	GRANT – REQUIRED PROGRAM FOCUS	ANNUAL ALLOCATION	NUMBER OF GRANTS
Resource Navigation & Service Connection	District 9 – Family Navigation & Connection	Up to \$665K	1
Resource Navigation & Service Connection	Districts 5 & 6 – Youth & TAY/A Support & Connection	Up to \$75K	1
Resource Navigation & Service Connection	District 10 – Culturally Relevant Youth & TAY/A Support & Connection	Up to \$75K	1

GRANT TERMS

This RFP provides funding for a 2.25-year grant term lasting from April 1, 2027 – June 30th, 2029. 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 DCYF'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. In addition, DCYF shall, at its sole discretion, have the option to renew the grant agreement to extend the grant term up to 2 additional years. The final terms and conditions of the grant shall be subject to negotiation upon grantmaking.

USES OF DCYF FUNDS

Per [San Francisco City Charter Section 16.108](#), the following are eligible uses of the Children and Youth Fund:

Services for children up to 18 years old and Disconnected Transitional Age Youth and Young Adults up to and including 24 years old, including:

1. Affordable childcare and early education
2. Recreation, cultural and after-school programs, including without limitation, arts programs
3. Health services, including prevention, education, and behavioral and mental health services
4. Training, employment and job placement

5. Youth empowerment and leadership development
6. Youth violence prevention and programs
7. Youth tutoring and educational enrichment programs
8. Family and parent support services
9. Support for collaboration among grantees to enhance service delivery and provider capacity-building, and for community development efforts and
10. Services responsive to issues of gender sexual orientation, and gender identification, including, but not limited to, services to address the needs of girls and LGBTQQ communities

The following are excluded services of the Children and Youth Fund:

1. Services provided by the Police Department or other law enforcement agencies, courts, the District Attorney, Public Defender, City Attorney; or the Fire Department, detention or probation services mandated by state or federal law, or public transportation
2. Any service that benefits children and Disconnected Transitional Age Young Adults incidentally or as members of a larger population including adults
3. Any service for which a fixed or minimum level of expenditure is mandated by state or federal law, to the extent of the fixed or minimum level of expenditure
4. Acquisition of any capital item not for primary and direct use by children and Disconnected Transitional Age Young Adults
5. Acquisition (other than by lease for a term of ten years or less) of any real property or land, or capital expenditures, or predevelopment or construction costs for housing
6. Maintenance, utilities, or any similar operating costs of any facility not used primarily and directly by children and Disconnected Transitional Age Young Adults, or of any recreation or park facility (including a zoo), library, hospital, or housing or
7. Medical health services, other than prevention, education, and behavioral and mental health support services

DCYF funds shall only be used to support program costs that are direct or indirect expenses related to the requirements provided for each funding strategy. These funds shall only be used to support San Francisco youth and family residents. Proposers are encouraged to submit realistic budgets that adequately account for true program costs and the aspects of services that are key to quality.

Examples of eligible uses of funds include, but are not limited to:

1. Personnel costs, including fringe benefits
2. Rent and lease costs
3. Materials and supplies
4. Food costs for youth program participants
5. Transportation for youth
6. Administrative costs up to 20% of the total contract amount (including administrative costs of subcontractors and fiscal sponsorship fees if applicable)

DCYF grant funds shall not be used for:

1. Services to non-San Francisco residents, unless those services are provided under DCYF's Justice Services Service Area for out of county youth who have been arrested or detained by San Francisco law enforcement.
2. Any service that merely benefits children and youth incidentally.
3. Acquisition of any capital item not for primary and direct use by children and youth.
4. Acquisition of real property (excluding leases for a term of 10 years or less).
5. Maintenance, utilities, or similar operating costs of a facility not used primarily and directly by the funded program.
6. Out-of-country travel.

7. Depreciation on buildings or equipment.
8. Religious worship, instruction, or proselytization.

Also, DCYF will not spend its limited resources funding services that should be provided by other entities such as other City Departments or the San Francisco Unified School District (SFUSD). For more detailed information on uses of funds, please refer to our Doing Business with DCYF guide available at <https://www.sf.gov/resource/2024/dcyf-grantee-resources>.

RIGHT NOT TO FUND

DCYF 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 DCYF. DCYF reserves the right not to issue awards. DCYF 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

DCYF 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 www.dcyf.org, 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 DCYF may require a proposer to provide oral or written clarification of its proposal. DCYF 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 DCYF that any grant will be entered into. DCYF 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 of 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 October 26–Thu October 29, 2026 at 5PM**. 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 DCYF 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 of 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 January 25–Thu January 28, 2027 at 5PM**. 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 DCYF 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	Wed September 23, 2026
Question Submission Period	Wed September 23–Fri October 2, 2026
Question Submission Period Deadline	Fri October 2, 2026 at 5PM
Answers to Questions Posted	Fri October 9, 2026 by 5PM
Intent to Apply Due	Fri October 16, 2026 at 5PM
Verification Emails Sent	Mon October 26, 2026
Intent to Apply Protest Period	Mon October 26–Thu October 29, 2026
Intent to Apply Protest Submission Deadline	Thu October 29, 2026 at 5PM
Intent to Apply Protest Decisions Announced	Mon November 9, 2026
Additional Verification Emails Sent (If needed)	Mon November 9, 2026
RFP System Accepts Proposals	Mon November 9–Wed December 2, 2026
Proposals Due	Wed December 2, 2026 at 5PM
Awards Announced	Mon January 25, 2027
Award Protest Period	Mon January 25–Thu January 28, 2027
Award Protest Submission Deadline	Thu January 28, 2027 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 7 for information about applying to this RFP. **The deadline to apply is Wed December 2, 2026 at 5PM.** Proposals will not be accepted after this deadline.

TECHNICAL ASSISTANCE & QUESTIONS

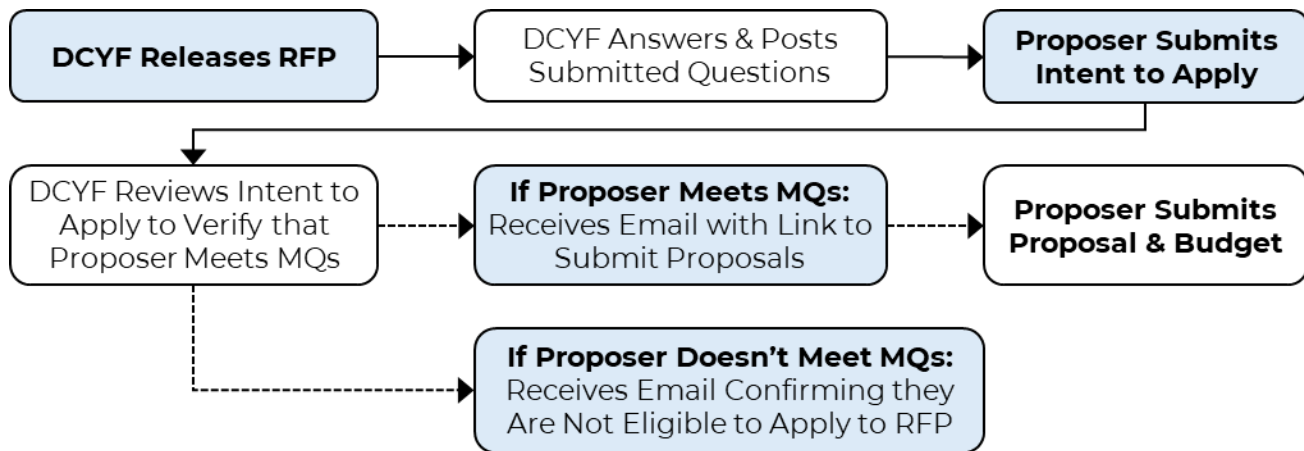
DCYF is committed to providing as much clarity as possible during this RFP process. All questions about the RFP **must be submitted in writing** to the email address below. **DCYF will not be holding a pre-proposal conference for this RFP.**

SUBMIT ALL RFP QUESTIONS TO:	DEADLINE FOR RFP QUESTION SUBMISSION:
rfp@dcyf.org	Fri October 2, 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 October 9, 2026 by 5PM.

APPLYING TO THIS RFP

The 2026-2027 Community Grants RFP uses a two-step process that requires proposers to separately submit information confirming their **Intent to Apply** before receiving access to submit a **Proposal**. All information will be submitted using DCYF's online RFP system. The diagram below describes the process:



See page 6 for key deadlines associated with each step in the application process.

ONLINE RFP SYSTEM OVERVIEW

Proposers will submit their Intent to Apply application and, if they meet all MQs, their proposal through DCYF's online RFP system. This system will direct proposers through the Intent to Apply and proposal process and will use character 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 access to the proposal forms.

Access DCYF's online RFP system: <https://contracts.dcyf.org/rfp>.

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 11 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:

- Agency Profile: proposers will enter agency information, organizational contacts, financial information, key staff, board information, required agency uploads and other organizational information.
- Results, Service Area & Strategy Selection: proposers will select the result area, service area, funding strategy and specific grant for which they are applying.
- Program Information: proposers will provide basic information about each program they intend to propose, including the program name, result area, service area, funding strategy, grant and other required program details.
- Agreements & Certifications: proposers will complete the required certifications, acknowledgements and compliance agreements.
- Supporting Document Uploads: proposers will upload documentation required to verify compliance with MQs and any other required organizational documents.

PROPOSALS, BUDGETS & SERVICES & PROJECTIONS

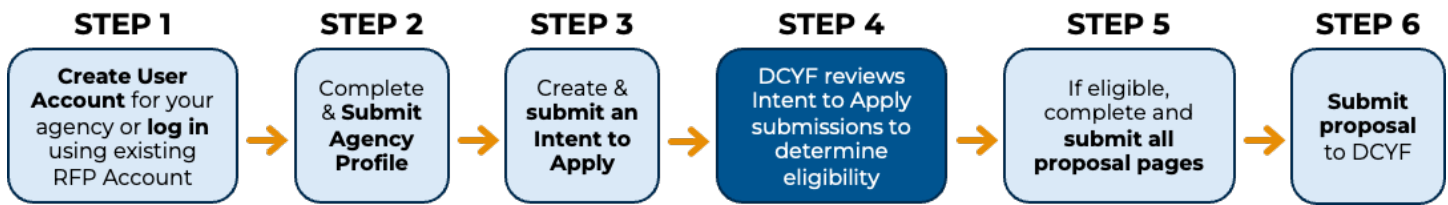
Proposers who have been verified as meeting the MQs through the Intent to Apply process will receive access to submit their proposal, budget and services and projections forms in DCYF's online RFP system. Proposers who have been verified as not meeting MQs will not be given access. Proposers will be required to complete the following items:

- Responses to RFP Questions: proposers will provide written responses to the questions listed, remaining within required character limits. Questions will vary by strategy, and proposers may be required to answer specific questions depending on the grant they select. See the Strategy sections of this RFP for the questions for each grant.
- Services & Projections: proposers will provide information about their service sites and program activities.
- Budget: proposers will submit a one-year budget that describes typical expenses for their program based on their funding request. If awarded, agencies will provide a more specific budget each fiscal year that aligns with their grant term.

Following the Proposal deadline, DCYF will score all submissions based on the rubrics provided. See page 17 for additional information about evaluation, ranking and awards.

USING DCYF'S ONLINE RFP SYSTEM

Intent to Apply applications and proposals must be submitted through DCYF's online RFP system. The instructions below explain how to create or access an account and complete the submission process.



Step 1: Create a User Account for Your Agency

Access the RFP system at <https://contracts.dcyf.org/rfp>.

Each agency should use a single RFP user account. Do not create separate accounts for individual staff working on proposals.

Prior DCYF Proposers: Agencies that applied through DCYF's RFP system between 2018 and 2026 may use their existing account. To retrieve your username or reset your password, select **Forgot your username or password?** and enter the email address associated with your prior account. Use the account with the system name **SF DCYF RFP**.

New DCYF Proposers: Select *Create one* below the password field. Complete the RFP Account Sign Up form and select **Create Account**. A verification email will be sent to the address entered on the form. Check your Spam or Junk Mail folder if you do not receive it.

After verifying your account, return to <https://contracts.dcyf.org/rfp> and sign in.

STEP 2: COMPLETE AND SUBMIT THE AGENCY PROFILE FOR YOUR AGENCY

After signing in, you will arrive at the Agency Home page, where you can access the RFP, complete the Agency Profile and create an Intent to Apply.

The Agency Profile must be completed before an Intent to Apply can be created. It includes agency information, document uploads and Minimum Qualification questions that apply to all proposals submitted by the agency. Information from prior applications may already be entered.

Complete all required fields and uploads, then select **Save** to check your entries. Missing or invalid information will appear as a validation error at the top of the page.

The Agency Profile and the program-specific Minimum Qualification questions in the Program Information form will be used to determine eligibility. Agencies must meet all Minimum Qualifications described on page 11 to proceed. Responses cannot be edited after the Agency Profile is submitted.

STEP 3: CREATE AN INTENT TO APPLY

After submitting the Agency Profile, navigate to the Agency Home page and select **Add New Intent to Apply**.

Complete the Intent to Apply form by entering the proposed program name, selecting the funding strategy and specific grant for which you are applying, responding to the program-specific Minimum Qualification questions and identifying a proposal contact.

Review the information carefully before selecting **Submit**. Responses cannot be edited after submission. Proposals that do not meet all applicable Minimum Qualifications will not be eligible to submit a proposal.

Agencies submitting more than one proposal must complete a separate Intent to Apply form for each proposed program.

STEP 4: COMPLETE ALL REQUIRED PROPOSAL PAGES FOR ELIGIBLE PROGRAMS

Proposers who have been verified as meeting the Minimum Qualifications through the Intent to Apply process will receive access to complete and submit proposals. Access the Agency Home page to review your agency's Intent to Apply form(s). After selecting an eligible program, you will arrive at the Proposal Overview page. This page displays the status of each required proposal page. Complete and submit each page listed on the Proposal Overview page. The progress bar will show which steps have been completed. Missing or invalid information will appear as a validation error at the top of the applicable page.

STEP 5: SUBMIT PROPOSAL TO DCYF

Completing the individual proposal pages does not submit the proposal to DCYF.

After all required pages are complete, select **Sign & Submit Proposal** on the Proposal Overview page. Download and review the complete proposal PDF, confirm the proposal contact and complete the required certification.

Select **Submit** to send the proposal to DCYF.

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 proposal forms in DCYF's online RFP system. Applications that do not meet MQs will not receive access to the proposal forms 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 5. 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.

MQ#1: PAST EXPERIENCE

Proposers must have at least 5 years of experience providing the services they are applying for 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 this MQ in the online RFP system by either:

- Providing information about the relevant contract(s) with the City and County of San Francisco **and/or**
- Uploading one or more Verification of Experience Letters using the template included in Appendix A of this RFP for experience that was not provided under a qualifying City contract. The Verification of Experience letter template can also be downloaded at https://api.sf.gov/documents/62958/2026-2027_Community_Grants_RFP_Verification_of_Experience_Letter_Template.docx.

IMPORTANT INFORMATION ABOUT THIS MQ

- Proposers may submit multiple contracts and/or Verification of Experience Letters to demonstrate the required years of experience.
- 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.
- The verifier must be authorized to represent the organization and have direct knowledge of the proposer's work.
- Verification of Experience Letters must clearly identify:
 - The services 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.
- Proposers may not submit Verification of Experience Letters on their own behalf.
- DCYF will not provide Verification of Experience Letters for proposers. Proposers seeking to use work completed under DCYF contracts may instead identify the relevant contracts in DCYF's online RFP system.
- Completed Verification of Experience Letters must be returned to the proposer and uploaded with the Intent to Apply application.

MQ#2: 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 with the California Office of the Attorney General and their State Charity Registration Number in DCYF's online RFP system.

IMPORTANT INFORMATION ABOUT THIS MQ

- The legal name entered must exactly match the organization's registration with the California Office of the Attorney General.
- Proposers must remain in compliance with all California Office of the Attorney General registration and reporting requirements throughout the term of the contract.

REQUIREMENTS FOR ALL FUNDED PROGRAMS

The following requirements apply to all grants awarded through this RFP. Additional Strategy-specific requirements are described within each funding strategy.

DCYF UNIVERSAL PROGRAM REQUIREMENTS

The following Universal Program Requirements apply to all programs funded under this RFP, regardless of Service Area or Strategy. Programs must also comply with all applicable Strategy-specific requirements.

A. Social-Emotional Learning (SEL)

Awarded programs must submit a Social-Emotional Learning (SEL) Plan describing how SEL principles will be integrated into program services.

B. Outreach and Recruitment

Programs must implement effective outreach and recruitment strategies for all proposed target populations.

C. Engagement, Retention and Support

Programs must implement strategies to engage, retain and, when necessary, reengage participants.

D. Support for Youth with Disabilities

Programs and services must be accessible to persons with disabilities in accordance with the Americans with Disabilities Act (ADA) (<https://www.ada.gov/law-and-regs>). Programs must maintain written procedures for accommodating participants with disabilities, ensure staff are familiar with those procedures and participate in required Inclusion Training.

E. Cultural Responsiveness

Programs must use culturally responsive practices that respectfully and effectively serve participants and families from diverse backgrounds. Programs should strive to understand, include and reflect the identities and experiences of participants and their families in program design and delivery. This includes recognizing and valuing participants' languages, races, ethnic backgrounds, cultural practices, disabilities, religions, genders and sexual orientations.

F. Behavioral Health and Wellness

Programs must provide behavioral health and wellness services directly or through partnerships with culturally responsive providers.

G. Data Collection and Evaluation

Programs must participate in all DCYF evaluation activities and submit required data by established deadlines. Required data may include, but is not limited to, Contract Management System (CMS) workplans, participant demographics, activities, attendance, monthly invoices, Program Quality Assessments (PQAs), Program Improvement Plans (PIPs) and youth experience surveys. This information supports DCYF in measuring program and system-level outcomes.

Note: Any demographic data collected related to a participant's race, ethnicity, gender, sexual orientation, or national origin shall be collected for informational purposes only. The demographic makeup of those served has no impact on Grantee's funding and Grantee shall ensure its services are open to all regardless of race, ethnicity, gender, sexual orientation, and national origin.

H. Family/Caregiver Engagement

Programs must provide opportunities for families and caregivers to engage with the program, as appropriate for the services provided. Opportunities should be inclusive of all family members who support participants and may include orientations, volunteer opportunities, family events, workshops and connections to resources.

- I. Meetings and Convenings
Programs must participate in required meetings and convenings, including grantee meetings, site visits and annual conferences.
- J. Continuous Quality Improvement
Programs must participate in DCYF's Youth Program Quality Intervention process, including self-assessments using the appropriate Program Quality Assessment (PQA), external observations, required trainings, planning with data meetings and development of Program Improvement Plans (PIPs).
- K. Youth Leadership and Voice
Programs must provide age-appropriate opportunities for participants to lead, facilitate activities and provide feedback. Funded agencies must have at least one youth member on their Board of Directors, consistent with [SF BOS Resolution No.490-21](#).
- L. Internet Safety and Cyberbullying
Programs must maintain internet safety and cyberbullying policies in their participant handbook. Policies should address online safety, responsible use of social media and strategies to prevent bullying and other unsafe online interactions.
- M. Barrier Removal
Programs must provide, or connect participants to, services and resources that help remove barriers to participation and well-being. Supports may include childcare, food, water, clothing, technology, internet access, transportation, educational vouchers, legal services and other resources that help participants and their families access basic needs.

DCYF 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. DCYF also has specific contract requirements that must be met including those described below.

- 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 \$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 DCYF-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 Chapters 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>.

J. Health and Nutrition

Programs must provide a healthy snack to participants if operating for two hours or more. All proposed programs must provide youth with water and avoid serving sugar-sweetened beverages such as soda or sports drinks.

K. Youth Representation on Agencies Board

Per [SF BOS Resolution No.490-21](#), agencies must have at least one youth member, defined as between the ages 14-24 years old, on the organization’s Board of Directors.

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 strategy. 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.

EVALUATION, RANKING & AWARDS

Only proposers that meet all Minimum Qualifications are eligible to submit a proposal. Eligible proposals will be evaluated for responsiveness to this RFP and alignment with the requirements of the specific grant opportunity selected by the proposer, including its target population, required service location, program period, program focus and applicable strategy requirements. Each proposal will be independently reviewed by a panel of readers, which may include DCYF staff and staff from partner City departments.

All readers will complete training provided by DCYF on the goals, requirements and evaluation criteria for this RFP before reviewing proposals. Readers are required to evaluate proposals using the scoring criteria and rubrics described below and provide written justification for each score assigned.

Any attempt by a proposer to contact a reader regarding their proposal will result in disqualification.

PROPOSER DEMOGRAPHIC INFORMATION

Proposers should not submit, and the City will not consider, any demographic data about the racial, ethnic, gender, sexual orientation, or national origin make up of Proposer's staff, leadership, and/or board of directors.

PROPOSAL SCORING

Proposals will be evaluated based on the following rubric. The total possible score is 100 points.

PROPOSAL SECTION	POINT VALUE
Target Population	30
Strategy Alignment	30
Budget	30
Program Impact	10
Total Possible Points:	100

EVALUATION RUBRIC

The following table describes the characteristics readers will use to determine each rating and is provided to help proposers prepare responsive proposals.

PROPOSAL SECTION	SCORING PROMPT	SELECTION OPTIONS & VALUE
Target Population	The proposal describes the program's ability to recruit, engage and retain the selected target population.	Strongly Agree (30 points) Agree (22.5 points) Neutral (15 points) Disagree (7.5 points) Strongly Disagree (0 points)
Strategy Alignment	The proposal effectively describes the ways the program aligns with the requirements of the strategy and selected grant opportunity.	Strongly Agree (30 points) Agree (22.5 points) Neutral (15 points) Disagree (7.5 points) Strongly Disagree (0 points)
Budget	The proposal budget describes a reasonable staffing plan and expenses that aligns with the proposed services.	Strongly Agree (30 points) Agree (22.5 points) Neutral (15 points) Disagree (7.5 points) Strongly Disagree (0 points)

PROPOSAL SECTION	SCORING PROMPT	SELECTION OPTIONS & VALUE
Program Impact	The proposal effectively describes the agency's ability to use data to determine the impact of their programs and drive quality improvement practices.	Strongly Agree (10 points) Agree (7.5 points) Neutral (5 points) Disagree (2.5 points) Strongly Disagree (0 points)

FINAL PROPOSAL RANKING & AWARDS

Final proposal scores will be calculated by averaging the scores assigned by the three readers. Proposals will be ranked within each specific grant based on their final scores. DCYF intends to award grants to the highest-ranked proposals, subject to available funding and successful negotiations.

NEGOTIATIONS

Following proposal ranking, DCYF will enter into negotiations with the highest-ranked proposer for each specific grant. Prior to negotiations, proposers must meet the following requirements:

- Approved City Supplier: DCYF 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: DCYF 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.

For proposers that meet these requirements, DCYF will review the proposed scope of work and budget to ensure alignment with the goals and requirements of this RFP. During negotiations, DCYF may request revisions to the scope of work, staffing, performance measures or budget. If DCYF is unable to reach agreement with a proposer, negotiations may be terminated and DCYF may begin negotiations with another qualified proposer.

COMPREHENSIVE YEAR-ROUND & SUMMER LEARNING

FUNDING AT A GLANCE

REQUIRED LOCATION/AREA	District 5 at Ella Hill Hutch Community Center	District 5
REQUIRED PROGRAM PERIOD	Summer Only	Year Round
ANNUAL ALLOCATION	Up to \$225K	Up to \$700K
NUMBER OF GRANTS	1	Up to 3
GRANT TERM	2.25 years	2.25 years

The **Comprehensive Year-Round & Summer Learning Strategy** supports children and youth by providing comprehensive expanded learning opportunities in community-based settings outside of regular school hours throughout the school year and summer. As part of DCYF's **Ready to Learn & Succeed in School Result Area**, programs provide academic support, skill building, physical activity, enrichment and grade-level transition supports that promote learning, positive youth development and school success.

This strategy is funded through DCYF's **Out-of-School Time (OST) Service Area**, which supports comprehensive afterschool programming in school- and community-based settings. OST programs provide children and youth from low-income and working families with meaningful learning opportunities that foster curiosity, build social-emotional skills and reinforce learning beyond the school day. Programs are expected to be rooted in youth development principles, provide culturally responsive services and create opportunities for physical activity, healthy living and positive relationships with caring adults and peers.

This RFP includes two separate grants opportunities under the Comprehensive Year-Round & Summer Learning Strategy, one summer-only award at Ella Hill Hutch Community Center and up to three District 5–Year-Round awards. Proposers may apply for one or both grants but must submit a separate proposal for each one.

GRANTS AVAILABLE

ELLA HILL HUTCH COMMUNITY CENTER – SUMMER ONLY

DCYF is seeking a summer-only Comprehensive program based at and providing services at the Ella Hill Hutch Community Center in District 5. Although the Comprehensive Year-Round & Summer Learning Strategy generally supports school-year and summer programming, this grant is limited to summer programming at this location. Programs funded through this grant must meet all Comprehensive Year-Round & Summer Learning Strategy requirements except those specific to school-year programming.

DISTRICT 5 – YEAR-ROUND

DCYF is seeking up to 3 year-round Comprehensive programs operating at community locations in District 5. Programs must provide both school-year and summer services and meet all Comprehensive Year-Round & Summer Learning Strategy requirements. Existing DCYF grantees must use this grant to serve additional youth beyond their current projected participants in their 2026-2027 workplan.

TARGET POPULATIONS

Programs funded under the Comprehensive Year-Round & Summer Learning Strategy must provide services to the following target populations:

- San Francisco elementary school youth in grades TK-5
- San Francisco middle and high school youth in grades 6-12
- San Francisco TK-12 youth with disabilities

STRATEGY GOALS

- To ensure youth have access to high-quality year-round Comprehensive Afterschool and Summer Learning programs in their communities that support their learning, build their skills, provide opportunities for enrichment, and academic growth.
- To prevent summer learning loss.
- To support the needs of working families.
- To support participants' development of social and emotional skills.
- To build community in programs by focusing on cultural awareness, ethnic/racial identity, and neighborhood pride for youth involved in the program.

BEST PRACTICES

- Collaborating with school district and other community partners
- Maintaining a low staff to student ratio
- Engaging parents/caregivers and families
- Utilizing curriculum and/or sequenced lesson plans
- Offering programs on free or sliding scale based on income
- Providing transition support for youth entering kindergarten and 6th and 9th grades.
- Providing incentives to engage and retain participants in the program Incentives can take many forms including, but not limited to:
 - Economic (e.g., stipends, educational scholarships, personal savings accounts)
 - In-kind (e.g., bus passes, transportation vouchers, rent subsidies, etc.)
 - Celebratory (e.g., assemblies or award ceremonies)
- Connecting participants with wrap-around services through partnerships

STRATEGY REQUIREMENTS

In addition to meeting the DCYF Universal Program Requirements described on page 13, applicants to this strategy must also meet the following requirements to be eligible for funding.

1. Community-Based: Programs can operate at a facility that is not a public-school campus, such as non-profit organization spaces, public recreation or community centers, public libraries, and other non-school sites that are safe and accessible to the youth.
2. Required Location/Area: programs must operate at the Required Program location/area listed for the grant for which they are applying.
3. Additional Youth — District 5-Year-Round Only: existing DCYF grantees must serve additional youth beyond their current projected participants in their 2026-2027 workplan.
4. Curriculum-Based: Program activities must have specific skill-building goals and utilize a sequenced curriculum. Components of a curriculum include learning goals and objectives, as well as corresponding activities that help meet these goals and objectives. The curriculum should be implemented using lesson plans to guide activities that increase in complexity and depth over time. In addition, the curriculum should ensure that participants have opportunities to practice skills and reflect on what they are learning throughout the program session.

5. Staff-to-Youth Ratio: Programs must maintain a staff-to-youth ratio of no more than 15 young people per staff member. DCYF encourages additional assistants or volunteers to the extent possible to decrease the staff-to-youth ratio below this requirement.
6. Duration: Programs must operate during the required program period for the grant for which they are applying:
 - a. Ella Hill Hutch Community Center – Summer Only: April – August with services offered 8 weeks per summer, five days per week, and six to eight hours per day.
 - b. District 5 – Year-Round: programs must provide services during the summer and school year:
 - School Year: August – June with services offered at least 30 weeks per school year, four days per week and two hours per day.
 - Summer: April – August with services offered 8 weeks per summer, five days per week, and six to eight hours per day.
 - c. High School Youth: If serving High school age youth programming must be offered a minimum of 3 days per week during the school year and summer.
7. Events: programs must host events for the required program period for the grant for which they are applying:
 - a. Ella Hill Hutch Community Center – Summer Only: Summer Learning Day/week: The day/week that highlights the importance of summer programs.
 - b. District 5 – Year-Round:
 - Lights On Afterschool: Held in October to celebrate National Public Awareness Day and highlight the importance of afterschool programs.
 - Year End Culminating Event: A showcase of student's projects and learning, as well as the fun that occurred throughout the year.
 - Summer Learning Day/Week: Held in July to highlight the importance of summer programs
8. Program Components: Programs must offer all of the following activity categories listed below in regular weekly services:
 - a. Skill Building Activities should intentionally focus on a specific skill, promote successively higher levels of mastery, and culminate in a final event or project that allows youth to present their work. Skill building activities can include, but are not limited to, arts; science, technology, engineering and mathematics (STEM); culturally based activities; life skills and leadership and should integrate a mix of learning styles. Activities should foster creative expression and development and include opportunities for youth to reflect on what they have learned. Enrichments should be varied over time to promote youth engagement.
 - b. Physical Activities should provide all youth the opportunity to participate in at least 30 minutes of physical activity per day, including, but not limited to, structured games, sports, dance and martial arts.
 - c. School Year Academic Support Activities (for Year-Round programs only) including, but not limited to, homework help and academic tutoring (individual or group).
 - d. Summer Literacy and Math Support activities that reinforce reading, writing, speaking and math concepts
9. Grade-Specific Transition Supports: Programs must provide transition support for youth entering kindergarten and 6th and 9th grades. The following guidelines detail the specific supports that will be required for each group:
 - a. Rising Kindergartners must provide support that focuses on school readiness including self-regulation, social-emotional learning, basic numeracy and math, and literacy and phonemic awareness.
 - b. Rising 6th and 9th Graders must use a sequenced curriculum that includes at least two of the following topics: life skills, social and emotional learning, and/or Academic/Career

Support. Programs should also ensure that participants have access to leadership development opportunities including service learning, civic engagement, and/or leadership roles within the program.

PERFORMANCE MEASURES

The following table lists the outcomes prioritized for the Comprehensive Year-Round & Summer Learning Strategy. Programs will be required to administer youth experience surveys or other evaluation instruments to examine the outcome measures listed below.

NAME	MEASURE	TARGET
Youth Actuals vs. Projections	Number of participants served as a percentage of the program's projected number of participants.	90%+
Program Quality Assessment (PQA)	Grantee participates in Program Quality Assessment (PQA) process.	Yes - Participated in PQA Process
SEL Plan	Grantee identifies a plan for incorporating social-emotional learning into their programs and practices.	Yes - Has an SEL Plan
Caring Adult	Percent of surveyed participants or caregivers who report that participants have an adult in the program who understood and really cared about them.	75%+
Average Daily Attendance	Average daily attendance as a percentage of program's projected average daily attendance.	85%+
Agency Health	Fiscal health of grantee agency based on DCYF's Fiscal and Compliance Monitoring efforts.	Strong

WRITTEN QUESTIONS

The questions below are designed to get a better understanding of the program model and design, and the impact the program will have on the target population.

QUESTION TEXT	CHARACTER LIMIT
TARGET POPULATION QUESTIONS	
What is your experience serving the target population(s) you selected? Provide examples of any approaches (i.e., cultural, gender responsive etc.) that increase the impact of your program.	1400
Describe your proposed program's approach to outreach, recruitment and retention of participants. For organizations currently funded by DCYF, describe the additional outreach and recruitment approaches you will use to increase the number of youth beyond those projected to be served through your current DCYF grant(s).	1400
Describe your program's approach for ensuring the wellness of your participants. In your answer, please describe any established partnerships with providers that can be used to support participants.	1400
STRATEGY ALIGNMENT QUESTIONS	
Describe your proposed program model, including the core services provided, program activities and the number of youth to be served. In addition, explain how your program is aligned with this Strategy and Result Area.	1400

QUESTION TEXT	CHARACTER LIMIT
Describe the curricula you plan to use for this program. How does the program model and/or curricula provide structured opportunities for skill building, while addressing accessibility for the diverse population of youth in San Francisco?	1400
For Ella Hill Hutch Community Center Only Describe your vision for operating a summer-only Comprehensive program at Ella Hill Hutch Community Center. Describe how your program will build trust with youth, families, neighborhood residents, City agencies and other providers.	1400
Is your programming accessible to youth speaking languages other than English? If yes, please describe how the youth are integrated into programs. If no, please explain why the program is not able to support non-English speaking youth.	1400
Describe the practices and procedures your program will use to support, include, and accommodate participants with disabilities (including, but not limited to, physical, developmental, behavioral/emotional, sensory, and learning differences.)	1400
Describe how your program integrates social and emotional learning principles and practices.	1400
BUDGET QUESTIONS	
Explain how you determined the total amount requested for this program.	1400
Describe your staffing plan for the proposed program. In your answer include the number of staff needed for each role, a brief description of their duties and the reasons why the roles are needed.	1400
PROGRAM IMPACT QUESTIONS	
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.	1400
Describe the indicators or metrics that tell you that your program is effectively moving youth towards impact.	1400

RESOURCE NAVIGATION & SERVICE CONNECTION

FUNDING AT A GLANCE

REQUIRED LOCATION/AREA	District 9	Districts 5 & 6	District 10
REQUIRED PROGRAM FOCUS	Family Navigation & Connection	Youth & TAY/A Support & Connection	Culturally Relevant Youth & TAY/A Support & Connection
ANNUAL ALLOCATION	Up to \$665K	Up to \$75K	Up to \$75K
NUMBER OF GRANTS	1	1	1
GRANT TERM	2.25 years	2.25 years	2.25 years

The funds for this portion of the RFP originates from the Mayor's Office of Housing and Community Development (MOHCD) and was restored through the City's budget process by the Mayor and the San Francisco Board of Supervisors. These funds are now being distributed by DCYF. To remain consistent with the original intent of these funds, DCYF has aligned the strategy and target populations detailed below with MOHCD's original General Community-Based Services strategy.

The **Resource Navigation & Service Connection Strategy** supports children, youth, TAY/A and families by connecting them to services that meet their needs and by helping them navigate complex systems. As part of DCYF's Supported by **Nurturing Families & Communities Result Area**, programs build trusted relationships with participants, assess their needs and provide individualized navigation and support to help them access services. Programs leverage established networks of community organizations and service providers to connect participants to a range of supports and track their progress toward meeting identified needs.

This strategy is funded through DCYF's **Outreach & Access Service Area**, which connects children, youth, TAY/A and families to programs, resources and opportunities that support their well-being. Through trusted relationships, culturally responsive engagement and community-based outreach, funded programs reduce barriers to accessing services, increase awareness of available resources and help participants navigate and connect to the services they need. Programs funded under this Service Area are expected to build trust within the communities they serve, develop strong relationships with community partners and provide accessible, responsive and culturally relevant services.

GRANTS AVAILABLE

DISTRICT 9 - FAMILY NAVIGATION & CONNECTION:

Target Population:

Programs must serve the following target population

- San Francisco children and youth ages 0-17 and their families

Required Program Focus

This grant will support families through individualized coaching, assessment, resource navigation and service connection with an emphasis on strengthening family stability and economic success. Programs must help families identify needs and goals, navigate available resources and public systems and connect to services and supports that can improve their economic well-being and overall stability.

DISTRICTS 5 & 6 – YOUTH & TAY/A SUPPORT & CONNECTION

Target Population:

Programs must serve the following target population

- San Francisco at-risk and high-risk youth and TAY/A, ages 14-24.

Required Program Focus

This grant will support at-risk and high-risk youth and TAY/A through individualized case management, assessment, service planning, resource navigation, referrals and ongoing support. Programs must build trusted relationships with participants, help them identify needs and goals, connect them to appropriate services and resources and provide follow-up and continued support to help address barriers and increase stability and well-being.

DISTRICT 10 – CULTURALLY RELEVANT YOUTH & TAY/A SUPPORT & CONNECTION

Target Population:

Programs must serve all participants who meet the eligibility criteria regardless of race, ethnicity, or national origin, but will be required to answer questions in their proposals about how the proposed program plans to meet the unique cultural needs of the youth and TAY/A from a variety of backgrounds, including but not limited to those who identify as Pacific Islander.

- San Francisco youth and TAY/A ages 14-24, with a particular focus on effectively reaching communities that lack meaningful access to case management and other services, including but not limited to Pacific Islander youth and TAY/A communities.

Required Program Focus

This grant will support youth and TAY/A through individualized case management, assessment, service planning, resource navigation, referrals and ongoing support. Services must use culturally responsive approaches that effectively engage communities with a demonstrated current need for such services, including but not limited to the Pacific Islander youth and TAY/A.

DCYF's 2022 Community Needs Assessment describes Pacific Islander communities in San Francisco as "critically underserved." The assessment also documents broader challenges accessing and navigating services and a need for culturally affirming mental health support and assistance connecting to services.¹ This grant is intended to strengthen access to culturally relevant navigation, outreach and service connections in District 10, including for Pacific Islander youth and TAY/A, while serving all participants who meet the eligibility criteria regardless of race, ethnicity or national origin.

STRATEGY GOALS

1. To increase access to programs, services and resources for children, youth, TAY/A and families through individualized resource navigation and service connection.
2. To help participants identify their needs and connect to community-based and public services that support their well-being, stability and success.
3. To reduce barriers to accessing services by providing participants with hands-on support, warm handoffs and follow-up.
4. To strengthen coordination among community-based organizations, public agencies, schools and other service providers so participants can more easily access the services they need.
5. To ensure participants receive navigation and service connection from organizations with knowledge and experience relevant to their needs and communities.

¹ San Francisco Department of Children, Youth and Their Families, [2022 Community Needs Assessment](#), p. 33; "Service Access & Navigation," pp. 64–65; and "Demand for Accessible & Culturally Affirming Support," p. 88.

BEST PRACTICES

- Culturally responsive and linguistically appropriate services
- Strong knowledge of community resources and public systems
- Individualized assessment of participant needs, strengths and goals
- Participant-centered resource navigation
- Strong partnerships with community-based organizations, public agencies, schools and other service providers
- Warm handoffs and coordinated referrals
- Follow-up to support successful service connections
- Responsive outreach and engagement
- Use of data to track referrals, service connections and participant progress

STRATEGY REQUIREMENTS

In addition to meeting the DCYF Universal Program Requirements described on page 13, proposers to this strategy must also meet the following requirements to be eligible for funding.

1. Required Program Focus: programs must provide services that align with the target population, required location/area and required program focus of the grant for which they are applying.
 - a. District 9 – Family Navigation & Connection: Programs must provide individualized coaching, resource navigation and service connection that help families identify and work toward goals, access needed services and benefits and strengthen family stability and economic well-being.
 - b. Districts 5 & 6 – Youth & TAY/A Support & Connection: Programs must provide individualized, relationship-based support that helps at-risk and high-risk youth and TAY/A identify needs and goals, access services and resources, address barriers and increase stability and well-being. Services must include ongoing support and follow-up rather than one-time referrals or resource provision.
 - c. District 10 – Culturally Relevant Youth & TAY/A Support & Connection: Programs must provide individualized, relationship-based support that helps youth and TAY/A identify needs and goals, access services and resources, address barriers and increase stability and well-being. Services must use culturally responsive approaches that recognize and respond to the experiences, strengths and needs of communities with demonstrated need for such services, including, but not limited to, Pacific Islander youth and TAY/A.
2. Assessment: programs must use a standardized assessment process to understand the needs, strengths, goals and barriers to accessing services for the target population they are serving.
3. Resource Navigation: Programs must provide individualized resource navigation based on identified participant needs. Navigation must help participants understand available services, determine appropriate resources and address barriers to accessing those services.
4. Service Connections: Programs must actively connect participants to relevant community-based organizations, public agencies, schools and other service providers. Programs must use warm handoffs and other practices that support participants through the connection process rather than relying solely on providing referrals or resource lists.
5. Service Network: Programs must maintain relationships with a network of organizations and service providers that can respond to the needs of their target population and area of focus. Programs must maintain current knowledge of available services, eligibility requirements and referral processes.
6. Follow-Up: Programs must follow up with participants to determine whether connections resulted in successful enrollment and to provide additional support as needed.

7. Participant Tracking: Programs must track participant needs, referrals and service connections and use this information to monitor participant progress and improve service delivery.
8. Partnership and Coordination: Programs must communicate and coordinate with community-based organizations, public agencies, schools and other partners as needed to facilitate service connections and address barriers experienced by participants.
9. Outreach and Engagement: Programs must use culturally responsive outreach and engagement approaches appropriate to their target population, including approaches designed to reach participants who may experience barriers accessing traditional systems and services.

PERFORMANCE MEASURES

The following table lists the outcomes and performance measures prioritized for the Resource Navigation & Service Connection Strategy. Programs will be required to participate in DCYF evaluation activities and submit the information necessary to assess the measures listed below.

NAME	MEASURE	TARGET
Reports	Providers will be required to provide mid-year and annual reports on required service benchmarks.	Yes-Reports Provided
Participant Actuals vs. Projections	Number of participants served as a percentage of the program's projected number of participants.	90%+
SEL Plan	Grantee identifies a plan for incorporating social-emotional learning into their programs and practices.	Yes - Has an SEL Plan
Agency Health	Fiscal health of grantee agency based on DCYF's Fiscal and Compliance Monitoring efforts.	Strong

WRITTEN QUESTIONS

The questions below are designed to get a better understanding of the program model and design, and the impact the program will have on the target population.

QUESTION TEXT	CHARACTER LIMIT
TARGET POPULATION QUESTIONS	
Describe your experience serving the target population for the grant you selected. Provide examples of any approaches (i.e., cultural, gender responsive etc.) that increase the impact of your program.	1400
Describe your proposed program's approach to outreach, recruitment and retention 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.	1400
Describe your program's approach for ensuring the wellness of your participants. In your answer, please describe any established partnerships with providers that can be used to support participants.	1400
STRATEGY ALIGNMENT QUESTIONS	
Describe your proposed program model, including the core services provided, program activities and number of participants to be served. Explain how the proposed program aligns with the Resource Navigation & Service Connection Strategy and the specific grant for which you are applying.	1400

QUESTION TEXT	CHARACTER LIMIT
Describe how your proposed program will provide services in alignment with the required program focus for the selected grant. In your answer, describe your agency's experience, partnerships and resources related to this program focus.	1400
Describe how your program will assess participant needs and provide individualized resource navigation and service connection. Include how you will support participants from initial assessment through referral, connection and follow-up.	1400
Describe the network of organizations and service providers your program will use to connect participants to services. How will your agency develop and maintain the relationships needed to make coordinated referrals and warm handoffs?	1400
Describe how your program will provide services for participants who speak languages other than English. Identify the languages your program can support, the interpretation or translation resources you will use and how you will address any gaps in language access.	1400
Describe the practices and procedures your program will use to support, include, and accommodate participants with disabilities (including, but not limited to, physical, developmental, behavioral/emotional, sensory, and learning differences.)	1400
Describe how your program integrates social and emotional learning principles and practices.	1400
BUDGET QUESTIONS	
Explain how you determined the total amount requested for this program.	1400
Describe your staffing plan for the proposed program. In your answer include the number of staff needed for each role, a brief description of their duties and the reasons why the roles are needed.	1400
PROGRAM IMPACT QUESTIONS	
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.	1400
Describe the indicators or metrics that tell you that your program is effectively moving youth towards impact.	1400

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 **Minimum Qualification (MQ) #1: Past Experience** for this RFP. Proposers who are using qualifying City and County of San Francisco contracts to demonstrate their experience do not need to complete this template.

MQ#1: PAST EXPERIENCE:

- Proposers must have at least **5 years of experience providing the services they are applying for during the period from 2016–2026**. This experience does not have to be continuous and may instead be intermittent within the last 10 years.

Proposers will certify compliance with this MQ 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 for experience that was not provided under a qualifying City and County of San Francisco contract.

Proposers may combine multiple City 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 that can verify 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
 - 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 will not provide Verification of Experience Letters for proposers. Proposers seeking to use work completed for DCYF 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: Fri October 16, 2026 at 5PM.**

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

[Verifiers should replace all highlighted text]

[Date]

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 2026-2027 Community Grants RFP**.

- Service Provided: **[Identify the services provided that are relevant to the services for which the proposer is applying.]**
- Dates of Service: **[Start Month/Year to End Month/Year]**
- Scope of Work: **[Brief description of the scope of work and 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 work.]**

Based on our engagement, I confirm that **[Proposer Organization Name]** has experience delivering services similar in scope to those described in the 2026-2027 Community Grants 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 DEPARTMENT OF CHILDREN, YOUTH AND THEIR FAMILIES** (“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 the 2026-2027 Community Grants Request for Proposals (RFP), issued on Wed September 23, 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 101, 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: _____

Approved as to Form:

David Chiu
City Attorney

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

Date: _____ □

GRANTEE:

INSERT NAME OF GRANTEE IN ALL
CAPS>>

By: _____

Print
Name: _____

Title:

Date:

Federal Tax
ID#: _____

City Supplier Number:

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:

- a. The total amount of Grant Funds requested pursuant to this Funding Request will be used to pay Eligible Expenses, which Eligible Expenses are set forth on the attached Schedule 1, to which is attached true and correct copies of all required documentation of such Eligible Expenses.
- b. After giving effect to the disbursement requested pursuant to this Funding Request, the Grant Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in Section 5.1 ("Maximum Amount of Grant Funds").
- c. The representations and warranties made in the Agreement are true and correct in all material respects as if made on the date hereof;
- d. No Event of Default has occurred and is continuing;
- 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
-------	--------	-------------

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 payment²
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

² 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.

[illegible]

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.