

SAN FRANCISCO DEPARTMENT OF
CHILDREN, YOUTH & THEIR FAMILIES



2024-2025

Community Grants Request for Proposals

RELEASE DATE: NOVEMBER 4, 2024 • PROPOSALS DUE: DECEMBER 4, 2024



Sourcing Event ID: #0000010092

This Solicitation can be viewed 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 of the Children & 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

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 since 1991. 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.

DCYF'S 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.

ABOUT THE 2024 COMMUNITY GRANTS RFP

Each year at the beginning of the new fiscal year in July, the San Francisco Board of Supervisors releases a list of budget amendments, commonly known as addbacks. These budget amendments are funds that each Supervisor allocates to various City departments for programs in their respective districts. Typically, addbacks are highly specific, describing services that must occur within a specified supervisorial district. For 2024 the Board of Supervisors instead opted to provide a pool of funds to be distributed by DCYF to fill gaps not covered during our recently completed 2024-2029 RFP.

DCYF conducts a competitive RFP process for the budget amendments that we receive from the Board of Supervisors. This process is utilized throughout the City to allocate public funds. We look forward to reading your innovative approaches for providing high quality, equitable and holistic services to the community.

DCYF'S RESULTS AREAS

This Community Grants RFP will help to identify organizations to provide specific services to help achieve the following two Results:



**READY TO LEARN &
SUCCEED IN SCHOOL**



**READY FOR COLLEGE, WORK
& PRODUCTIVE ADULTHOOD**

The 2024 Community Grants RFP is seeking to fund programs that positively impact our Results Areas and augment the services funded during the 2024-2029 RFP. The Service Areas and Funding Strategies in this RFP have been selected to address some gaps in the 2024-2029 portfolio either in specific districts or citywide.

COMMUNITY GRANTS RFP TIMELINE AND IMPORTANT ELEMENTS

ESTIMATED TIMELINE (Dates may be subject to change)

RFP Issued	Monday November 4 th , 2024
Question Submission Period Ends	Friday November 8 th , 2024, at 5:00 p.m.
Answers to Questions Posted	Friday November 15 th , 2024, by 5:00 p.m.
Proposals Due	Wednesday December 4 th , 2024, at 5:00 p.m.
Award Decisions Finalized	Monday January 13 th , 2025
Appeals Period	Monday January 13 th – Monday January 20 th , 2025, at 5:00 p.m.
All Appeals Due	Monday January 20 th , 2025 at 5:00 p.m.

SUBMISSION REQUIREMENTS

All applications in response to this RFP **must be submitted using DCYF’s online application system**. For more information refer to the Online Submission Instructions section on page 14. **The deadline to apply is Wednesday, December 4th, 2024, at 5:00 p.m.** 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:
communitygrantsrfp@dcyf.org	Friday November 8 th , 2024, at 5:00 p.m.

To ensure that all applicants have access to both the submitted questions and their corresponding answers, DCYF will publish all received questions and answers by **Friday November 15th, 2024, at 5:00 p.m.** at www.dcyf.org.

FUNDING TERMS

REQUEST FOR PROPOSALS

The 2024-2025 Community Grants RFP includes up to \$2.55M in total available funding per year for the 2024/25 and 2025/26 fiscal years. All funding allocations are Strategy specific, and the funds provided must be used for the specific program purposes outlined under each Strategy in this RFP. Funding awards are subject to availability of funds and grant terms.

The following table provides information about the grants that will be funded under this RFP including the results, service areas, funding strategies, grant terms, allocations, number of grants and the San Francisco district where the services must take place. Please note that agencies wishing to apply to this RFP must meet all of the DCYF Minimum Qualifications detailed on page 8.

RESULT AREA	SERVICE AREA	FUNDING STRATEGY	GRANT TERM	ALLOCATION	NUMBER OF GRANTS	DISTRICT
Ready to Learn and Succeed in School	Educational Supports	Literacy Supports	1.5 years	\$700K	Up to 2	District 6
	Enrichment and Skill Building	STEM & Environmental Sustainability	1.5 years	\$500K	Up to 2	Citywide
Ready For College, Work and Productive Adulthood	Enrichment and Skill Building	Identity Formation	1.5 years	\$600K	Up to 2	District 9 & 10
	Youth Workforce Development	Youth Workforce Development TAY/A	1.5 years	\$750K	Up to 2	Citywide

GRANT TERMS

This RFP provides funding for a 1.5-year grant term (January 1st, 2025-- June 30th, 2026) for the strategies and initiatives listed above. 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 to the end of the 2024-2029 Funding Cycle on June 30th, 2029. 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. Applicants 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, lease, and occupancy 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
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

If the submitted applications to this RFP are not deemed responsive or do not meet requirements, 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 are to promptly notify DCYF at communitygrantsrfp@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 date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

B. Addenda to RFP

DCYF may modify the RFP prior to the proposal due date by issuing written addenda. Addenda will be posted on DCYF's web site at www.dcyf.org. 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 applicants to make revisions once a proposal is submitted, applicants are instructed to contact DCYF at communitygrantsrfp@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 or Conditional Proposals

Any proposal received after the exact time specified for receipt will not be considered. Any proposal may be rejected if it is conditional, incomplete, or deviates from specifications stated in this RFP. Minor deviations may be waived at the discretion of the City.

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, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this 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. Appeal Procedures

Agencies not awarded funds through this RFP can file a formal appeal with DCYF during the appeal period. The appeal period for the 2024-2025 Community Grants RFP will last from **Monday January 13th, 2025 to Monday January 20th, 2025 at 5:00 p.m.** No appeals will be accepted after this deadline. Appeals will only be accepted in writing and can be submitted electronically to communitygrantsrfp@dcyf.org or delivered via hard copy to DCYF's office prior to the end of the appeal period. A panel selected by DCYF will review all eligible appeals, and the panel's decisions will be final.

When appealing an RFP decision, applicants should submit the following:

- Agency Name
- Name of the proposal being appealed
- The reason for the appeal: applicants should describe the reason(s) they feel a new decision is warranted. In addition to technical errors.

MINIMUM QUALIFICATIONS & REQUIREMENTS

DCYF MINIMUM QUALIFICATIONS

To be eligible to apply for this RFP, agencies must meet the DCYF Minimum Qualifications (MQs) detailed below. Applicants will certify whether they meet these MQs through DCYF's online RFP system. Certification for the Agency MQs will be completed in the Agency Profile section, while Program MQs will be certified when entering Program Information for a new proposal. Applicants who do not meet the MQs will not be granted further access to the application pages for this RFP.

Agency Minimum Qualifications

A. CALIFORNIA OFFICE OF THE ATTORNEY GENERAL COMPLIANCE

Agencies must agree to be in compliance with the California Office of the Attorney General's registration and reporting requirements, as reported in its Registry of Charitable Trusts at <https://oag.ca.gov/charities>, by the release of award decisions (tentatively scheduled for Monday January 13th, 2025).

B. APPROVED CITY SUPPLIER

Agencies must agree to be an approved City Supplier and not be on the City Supplier Debarred list by the release of award decisions (tentatively scheduled for Monday January 13th, 2025). For more information on about becoming an approved City supplier, please visit sfcitypartner.sfgov.org/pages/become-a-supplier.aspx. Subcontractors are not required to be approved City suppliers; only the lead agency or fiscal sponsor must be City-approved.

Program Minimum Qualifications

A. PREVIOUS EXPERIENCE

Agencies must certify that the program for which the application is being submitted has provided services in the district(s) specified, for the strategy being applied under, for at least 5 years. Agencies will be required to provide information about the site where program activities occurred in the district in DCYF's online RFP system including the site name, address, contact person, contact phone number and contact email address.

B. SERVE SAN FRANCISCO RESIDENTS

Agencies must agree to only serve San Francisco residents and provide core services within the City if provided a grant under this RFP.

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 A. DCYF also has specific contract requirements that must be met including those described below. For more information about DCYF grant agreements, budget requirements and fiscal and programmatic policies and procedures please refer to the Doing Business with DCYF Guide at <https://www.sf.gov/resource/2024/dcyf-grantee-resources>.

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 American 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

Applicants 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. Applicants must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code.

I. Minimum Compensation Ordinance (MCO)

Applicants 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

Applicants 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 applicant and subcontractor may be requested by DCYF. All applicants must follow relevant local, state, and federal laws when utilizing subcontractors.

COLLABORATIVES

Collaboratives (i.e., joint ventures or a team of agencies with complementary skills and experience) are permitted to respond to this RFP. Proposals from collaboratives must designate a lead agency to serve as the fiscal sponsor for the partners. The lead agency will be responsible for effectively planning and managing the delivery of services with partners as described in this RFP. The lead agency must also demonstrate the management and financial capability needed to oversee the delivery of the proposed programming and account for the grant funds for all collaborative partners.

UNIVERSAL REQUIREMENTS

DCYF has identified the following requirements that are universal for all Service Areas and Strategies. Programs funded under this RFP must adhere to all Universal and Strategy specific requirements.

1. Social-Emotional Learning: Programs must incorporate social and emotional learning principles into programming.
2. Outreach and Recruitment: Programs must have an appropriate strategy for outreach and recruitment for all proposed populations that will be served.
3. Engagement, Retention and Support: Programs must have an established approach to engaging and retaining participants, as well as reengaging if needed.
4. Support for Youth with Disabilities: Programs and services must be accessible to persons with disabilities to be in compliance with the American with Disabilities Act (<https://www.ada.gov/law-and-regs/>). Programs must have an established process for accommodating participants with disabilities that is well defined and provided to all staff. Programs must participate in a mandated Inclusion Training.
5. Cultural Responsiveness: Programs must take a culturally responsive approach, which is defined as practices and procedures that allow individuals and organizations to respond respectfully and effectively to people of all cultures. Programs should strive to understand, include, and ensure the representation of participants and their families in program activities and events. Efforts should be made to recognize, affirm and value all aspects of participants' identities, including but not limited to, their languages, races, ethnic backgrounds, cultural practices, disabilities, religions, genders and sexual orientations.

6. Behavioral Health and Wellness: Programs must provide or broker partnerships with behavioral health and wellness providers to support children and families with access to care. Partnerships should be inclusive of culturally responsive practices.
7. Data Collection and Evaluation: Programs are required to participate in all DCYF evaluation efforts and must submit required data by set deadlines. Data includes, but is not limited to, Contract Management System (CMS) workplans; participant demographic information, activities and attendance; invoices; Program Quality Assessments (PQA) and Program Improvement Plans (PIP); and youth experience surveys. Data collected supports DCYF in measuring the impact of our Results and Service Areas.
8. Family/Caregiver Engagement/Partnership: Programs must create opportunities for families and caregivers to be connected to the program, as appropriate, based on the types of services offered. Partnership opportunities should be open to all family members that support students. Family partnership activities include, but are not limited to, parent orientations, volunteer opportunities, family events, parent workshops, connections to resources, etc.
9. Meetings and Convenings: Programs must participate in meetings and convenings that include, but are not limited to, grantee meetings, site visits, and annual conferences.
10. Continuous Quality Improvement: Programs must participate in the Youth Program Quality Intervention process as outlined by DCYF. This includes conducting self-assessments using the appropriate Program Quality Assessment (PQA) tool, hosting external observers, attending PQA trainings, planning with data meetings, and Program Improvement Plan (PIP) process.
11. Youth Leadership and Voice: Programs must provide opportunities for youth voice and/or leadership at appropriate grade and age-level for participants to lead, facilitate, and provide feedback within program. Funded agencies should work toward having at least one youth member in their organization's board of directors through appropriate training and support ([SF BOS Resolution No.490-21](#)).
12. Internet Safety & Cyberbullying: Programs are required to have a cyber-bullying, internet-safety policy and plan outlined in their handbook. These policies and practices should be intended to address the potential for social media to expose youth to bullying and unsafe interactions, especially given the escalation of social media use during the pandemic.
13. Barrier Removal: Programs must provide or have the ability to connect participants to services and supports that include, but is not limited to, financial and other material resources that are responsive and help participants and their whole families gain or maintain access to basic needs, including childcare, food, water, clothing, technology, internet access, transportation, educational vouchers, legal services, and more.

SCORING PROCESS

All proposals that meet the Minimum Eligibility requirements detailed on page 8 will be included in the Scoring Process. For more information about online submission instructions including how agencies certify compliance with Minimum Eligibility requirements please see page 14.

Each proposal will be scored by 3 DCYF staff readers on its alignment to the RFP and fundability under the strategy it was submitted. All readers will be trained on the goals, requirements and target populations for this RFP. **Any attempt by an applicant to contact a DCYF staff reader to discuss their proposal will result in the disqualification of that proposal from consideration.**

Readers will evaluate each proposal by assigning points to the sections listed below. The total score for each proposal will be the sum of these points, with a maximum possible score of 100 points

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

Readers will score each section by rating their agreement with the statements listed below. Readers will select an option that corresponds to a specific point value and will be required to provide a justification for their choice.

PROPOSAL SECTION	SCORING PROMPT	SELECTION OPTIONS & VALUE
Target Population	The proposal effectively describes the program’s ability to recruit, engage and retain the 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 strategy.	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)
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)

To maintain consistency, DCYF will supply readers with a rubric that explains the type of rationale required to justify their selections. This rubric also offers guidance to applicants, helping them understand what DCYF is looking for in their responses to the RFP questions.

PROPOSAL SECTION	SCORING PROMPT	SELECTION OPTIONS	RATIONALE THAT JUSTIFIES THIS RATING
Target Population	The proposal effectively describes the program's ability to recruit, engage and retain the target population.	Strongly Agree Agree	The proposal describes effective recruitment practices, strategies for engagement and supports for the selected target population(s)
		Neutral	The proposal describes recruitment practices, strategies for engagement and supports but there are questions about their effectiveness for the selected target population(s)
		Disagree Strongly Disagree	The proposal does not describe effective recruitment practices, strategies for engagement or supports for the selected target population(s)
Strategy Alignment	The proposal effectively describes the ways the program aligns with the strategy.	Strongly Agree Agree	The proposal describes a program that meets all requirements
		Neutral	The proposal describes a program that meets some requirements and/or there are concerns
		Disagree Strongly Disagree	The proposal describes a program that meets few or no requirements
Budget	The proposal budget describes a reasonable staffing plan and expenses that aligns with the proposed services.	Strongly Agree Agree	The proposal describes a staffing plan and expenses that makes sense for the number of youth to be served and the types of services.
		Neutral	The proposal describes a staffing plan and expenses that raise questions for the number of youth to be served and the types of services.
		Disagree Strongly Disagree	The proposal describes a staffing plan and expenses that are not reasonable for the number of youth to be served and the types of services.
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 Agree	The proposal describes data collection methods that would allow it to track the program's impact on participants as well as a quality improvement approach that is fleshed out and based on data.
		Neutral	The proposal describes data collection methods that would allow it to track the program's impact on participants and/or a quality improvement approach but there are concerns about effectiveness, processes and usage.
		Disagree Strongly Disagree	The proposal does not describe data collection methods that would allow it to track the program's impact on participants as well as a quality improvement approach that is fleshed out and based on data.

Final Proposal Ranking & Awards

The final proposal score will be the average of the three readers' scores. The final scores will be used to rank the proposals by strategy. Grants will be awarded based on these rankings, with amounts corresponding to the ranges provided in this RFP. The awarded grants will also fall within the typical range for existing grants under the same strategy.

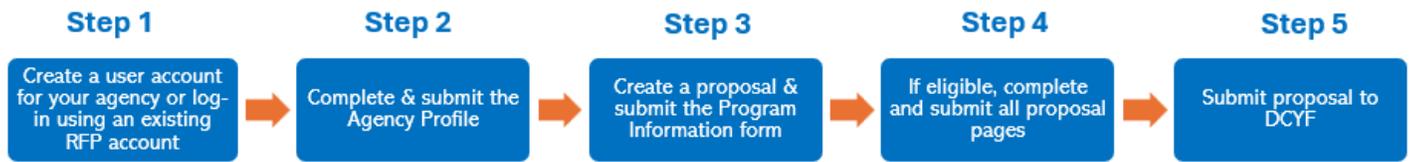
NEGOTIATIONS

If a proposal is recommended for funding, DCYF will review, on behalf of the City and County of San Francisco, the proposed program's scope of work and budget in detail and negotiate these items with applicants as necessary to ensure that the proposed work and budget meets the goals, requirements, and policies of this RFP. During the Negotiations phase, scopes of work and budgets may be revised. If a satisfactory agreement is unable to be negotiated with an applicant, those negotiations may be terminated and new negotiations may be started with other qualified applicants. This process may be repeated until a satisfactory contractual agreement has been reached.

Agencies receiving awards from this RFP must be approved City suppliers by the release of award decisions to receive funding. DCYF reserves the right not to fund agencies that are unable to obtain City-approved vendor status by the completion of contract negotiations.

ONLINE SUBMISSIONS INSTRUCTIONS

Proposals responding to this RFP must be submitted through the RFP system using the process detailed below.



Step 1: Create a user account for your agency

Access the RFP system at contracts.dcyf.org/rfp.

Please do not create multiple RFP accounts for the same agency. All staff working on proposals at an agency should share a single RFP user account.

For prior DCYF applicants: Agencies that applied to prior DCYF RFPs between 2018 and 2024 may use their existing user accounts to apply for the 2024 Community Grants RFP. To retrieve your prior account's username and reset your password, click the 'Forgot your username or password?' link and enter the email address attached to your agency's prior account(s). Reset the password for an account with the system name of 'SF DCYF RFP'

For new DCYF applicants: To create an RFP user account, select the 'Create one' link below the password field. Complete all fields in the RFP Account Sign Up form and click Create Account. An account verification email will be sent to the email listed in the RFP Account Sign Up form. If you do not receive the verification e-mail in your Inbox, check your Spam or Junk Mail folder.

After verifying your account, you may access the online application system for the RFP by going to contracts.dcyf.org/rfp and entering your username and password.

Step 2: Complete and submit the Agency Profile for your agency

After logging into the RFP system, you will arrive at the Agency Home page. Here, you can download a copy of the RFP document, complete the Agency Profile, and create proposals for the RFP.

Before creating proposals for the RFP, you must complete the Agency Profile. The Agency Profile contains basic agency information and minimum qualification questions that will apply to every submitted proposal. If your agency has applied to prior RFPs using DCYF's RFP system, the Agency Profile will be prefilled.

Respond to each field in the Agency Profile and upload all required documents. To save your work and check that you have entered all required information, select Save. If required information is missing or entered incorrectly, a validation error will appear at the top of the page in red text.

Please note that the Agency Profile contains minimum qualification questions that, together with the program-specific minimum qualification questions answered when submitting Program Information for a new proposal, determine whether your agency is eligible to apply for this RFP. Agencies must meet all minimum qualifications detailed on page 8 to be eligible to apply and will not be able to proceed to step 3 below if they do not. In addition responses to these questions cannot be edited once the page is submitted. Information on the Agency Profile applies to all proposals submitted by your agency.

Step 3: Create a proposal and submit the Program Information form

After completing and submitting the Agency Profile, eligible agencies can create and submit proposals. To create a proposal, navigate to the Agency Home page and click on 'Add New Proposal'.

Define your proposal by completing the Program Information page. Enter the name of your proposed program, select a funding strategy or initiative, select a district, respond to Program Minimum Qualification questions, and designate a proposal contact person. After completing the Program Information page, review the information for accuracy and click Submit.

Please note that just as with the Agency Profile the Program Information page contains minimum qualification questions that determine whether your agency is eligible to apply for this RFP. Agencies must meet all minimum qualifications detailed on page 8 to be eligible to apply and will not be able to proceed to step 4 below if they do not. In addition, responses to these questions cannot be edited once the page is submitted.

Step 4: Review the proposal eligibility in the Proposal Overview page. If eligible, complete and submit all proposal pages

After submitting the Program Information page, you will arrive at the Proposal Overview page. Here, you can view your proposal's eligibility and view the status of all pages that are part of your proposal. Proposal eligibility is determined by responses to questions in the Minimum Qualifications section of the Proposal Information page. Proposals that meet all the Minimum Qualifications are deemed *eligible* and allow for completion and submission of the remaining proposal forms.

Each page required for a proposal is shown as a numbered step on the Proposal Overview page and included in the progress bar at the top of the page. If you submitted the Agency Profile and Program Information pages before arriving at the Proposal Overview, you will see that steps 1 and 2 are already complete. Complete and submit all remaining pages shown on the Proposal Overview page. The funding strategy or initiative that you select on the Program Information page will determine the questions you will answer on the Program Design page. If required information is missing or entered incorrectly when you try to submit a page, a validation error will appear at the top of the page in red text.

Step 5: Submit proposal to DCYF

After all pages in a proposal have been completed, the entire proposal must be submitted to DCYF for consideration. To submit a proposal, click on Sign & Submit Proposal on the Proposal Overview page. On the submission page, you can download and review a copy of your complete proposal, verify your agency's contact person for the proposal, and submit the proposal to DCYF. After reviewing the proposal PDF and verifying the proposal contact person, click submit to send the proposal to DCYF.

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

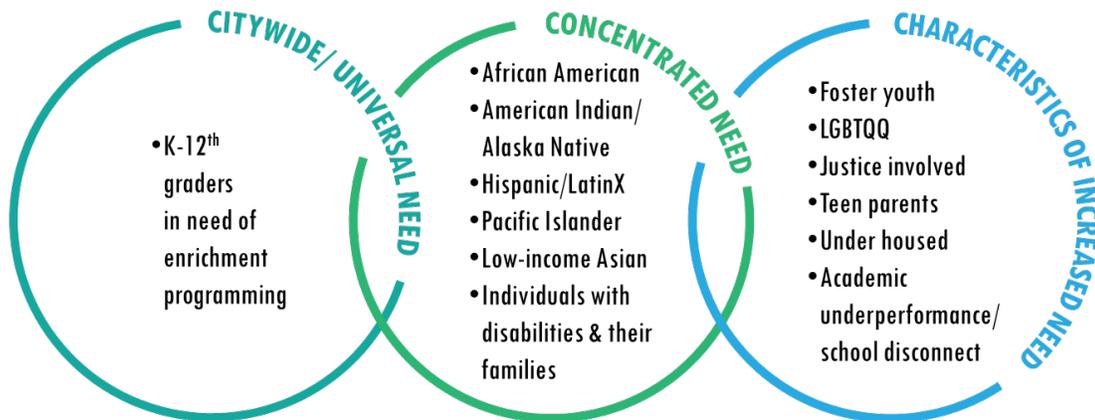
This Result Area is associated with programs, resources, supports, and activities that provide opportunities for youth to learn, gain SEL skills, engage educationally, and have access to needed support for children and youth in pre-kindergarten through 12th grade.

The target population, Service Areas and Funding Strategies contained within the **Ready to Learn and Succeed in School Result Area** have been intentionally designed to address elements of this Result Area. DCYF has identified **Educational Supports**, **Out-of-School Time (OST)**, and **Enrichment and Skill-Building** as the Service Areas that will address the most pressing needs in this Result Area.

Target Populations:

DCYF is committed to serving all San Franciscans, regardless of race, ethnicity, gender, or sexual orientation. While DCYF may partner with some organizations that have a focused expertise addressing the unique cultural needs of certain San Francisco children and youth communities, it is DCYF’s intent to provide services to all San Francisco communities through its variety of partnerships and DCYF’S own work.

This Result Area is focused on supporting school-aged children and youth ages 5-17 as they and their families prepare for kindergarten entry through high school graduation. In acknowledgment of the achievement gaps that are present at the very start of students’ entry into school, this Result addresses historical inequities by targeting services for groups with concentrated needs and those with characteristics of increased needs.



Service Areas

The 2024 Community Grants RFP contains the following Service Areas under the Children & Youth Are Ready to Learn & Succeed in School Results Area:

SERVICE AREA	FUNDING STRATEGY	GRANT TERM	ALLOCATION	# OF GRANTS	DISTRICT
Educational Supports	Literacy Supports	1.5 years	\$700K	Up to 2	District 6
Enrichment and Skill Building	STEM & Environmental Sustainability	1.5 years	\$500K	Up to 2	Citywide

SERVICE AREA: EDUCATIONAL SUPPORTS

The Educational Supports Service Area (Ed Supports) seeks to support a range of educational opportunities that help children and youth who are struggling academically get back on track and achieve individualized educational goals. Services in this Service Area will support academic achievement in the core subjects, post-secondary enrollment, and success, as well as provide academic and life skills assistance during key educational transition periods into high school and post-secondary institutions. Programs funded under this Service Area are expected to be well-versed in local and State core subject standards, youth development principles and culturally appropriate practices for the target populations listed for this Service Area.

COMMUNITY GRANTS IN THIS SERVICE AREA

The 2024 Community Grants RFP provides funding for the following Strategies. Grantees must provide services within the specified district and serve the target population(s) listed below.

Applicants must select one or both of the following target populations based on school years. Applicants **must serve all participants who meet the eligibility criteria regardless of race or ethnicity but** will be required to answer specific questions in their proposals, including how applicant plans to meet the unique cultural needs of the students from a variety of backgrounds, including for example those who identify as African American, Hispanic/Latinx and/or Pacific Islander.

STRATEGY	TERM	GRANT ALLOCATION RANGE	# OF GRANTS	DISTRICT	TARGET POPULATIONS
Literacy Supports	1.5 years	\$350K-\$700K	Up to 2	District 6	<ol style="list-style-type: none">San Francisco Elementary School youth in grades K-5 who are African American, Hispanic/Latinx, Pacific Islander, and/or Low-Income Asian youth and in need of additional literacy supportSan Francisco English Learner youth in need of additional literacy support

STRATEGY: LITERACY SUPPORTS

The Literacy Supports Strategy is designed to provide programming to elementary school youth and English Learners in need of additional literacy support. Literacy Supports programs will assess youth, develop individual service plans, and deliver activities that help young people improve their reading levels, writing abilities, and other literacy skills.

Target Population

The Literacy Supports Strategy has two target populations. Applicants must select one or both of the following target populations based on school years. Applicants must serve all participants who meet the eligibility criteria regardless of race or ethnicity but will be required to answer specific questions in their proposals, including how applicant plans to meet the unique cultural needs of the students from a variety of backgrounds, including those who identify as African American, Hispanic/Latinx, and/or Pacific Islander.

1. San Francisco Elementary School youth in grades K-5 who are African American, Hispanic/Latinx, Pacific Islander, and/or Low-Income Asian youth and in need of additional literacy support
2. San Francisco English Learner youth in need of additional literacy support

Literacy Supports Strategy Goals

1. To support kindergarten through 5th grade students who are not reading at grade level to make gains in reading, writing, and other literacy skills through targeted intervention during the school year and/or summer.
2. To support English Learners who are not reading at grade level to make gains in reading, writing, and other literacy skills through targeted intervention during the school year and/or summer.

Literacy Supports Strategy Requirements

In addition to meeting the Universal Requirements described on page 10, applicants to this strategy must also meet the following requirements to be eligible for funding.

1. Assessments and Individual Learning Plans: Programs must assess the reading level of all participants by conducting literacy assessments or by accessing assessments completed by other sources in order to understand changes in literacy levels over time. Literacy Supports programs will also use the information gained from literacy assessments to create Individual Learning Plans that include benchmarks and goals. Programs serving K-5 youth must include the following additional elements in participants' Individual Learning Plans:
 - a. School readiness including skills such as self-regulation and social and emotional learning
 - b. Basic numeracy and math
2. Curriculum-Based: Program activities must 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.
3. Ongoing Communication: programs must communicate regularly with families and/or caregivers about their student's assessments, needs, and progress.

Additional Requirements for Programs Serving English Learners

4. Linguistically Competent Services: programs serving English Learners must utilize an evidence-based approach or method to support participants' acquisition of the English language that considers participants' diverse and individual needs.

Performance Measures

The following table lists the outcomes prioritized for the Literacy Supports strategy in FY24-29. Programs will be required to administer participant 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 (FY24/25 Only)	<u>FY24/25 Only</u> : Grantee participates in SEL trainings.	Yes - participated in trainings
SEL Plan (FY25-29)	<u>FY24/25-FY28/29</u> : Grantee identifies a plan for incorporating social-emotional learning into their programs and practices.	Yes - Has an SEL Plan
Individual Learning Plan	Percent of participants with completed individual learning plans.	85%+
Completed Literacy Assessments	Percent of participants with completed literacy assessments before and after program participation.	85%+
Increased Reading Proficiency	Percent of participants whose reading proficiency improved based on literacy assessments before and after program participation.	75%+
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%+
Education/Career Goals	Percent of surveyed participants who report developing education or career goals and understanding the steps needed to achieve their goals as a result of the program.	75%+
Agency Health	Fiscal health of grantee agency based on DCYF's Fiscal and Compliance Monitoring efforts.	Strong

Questions

The questions below are designed to get a better understanding of the program model and how it aligns with the strategy, the budget and the impact the program will have on the target population.

Question Section	Question Text	Character Limit
Target Population	Describe your experience serving the target population(s) you selected in the district specified. In your answer provide examples of any approaches you use in your program to increase impact on your target population(s).	1400
	Describe your program's approach for outreach, recruitment and retention of participants. In your answer, describe any challenges with engagement and retention that are specific to your intended target population(s), as well as how you have addressed them.	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	Provide a detailed description of your program model, including the core services provided, program activities and the number of participants to be served. In addition, explain how your program is aligned with the Strategy and Result Area you are applying under.	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
	Describe how your proposed program will assess participants and use this information to create developmentally appropriate Individual Learning Plans. Include the tools your proposed program will use to track participants' achievements and academic gains.	1400
Budget	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	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

SERVICE AREA: ENRICHMENT & SKILL BUILDING

The Enrichment and Skill Building (E&S) Service Area seeks to support programs that provide opportunities for children and youth to learn specialized skills, build positive personal identities, find social-emotional enrichment opportunities, and improve their leadership abilities through project- and curriculum-based programming. Additionally, these programs should nurture habits, routines, and values that prevent risky and violent behaviors amongst participants. All programs funded under the E&S Service Area are expected to be rooted in youth development principles and provide culturally responsive services.

COMMUNITY GRANTS IN THIS SERVICE AREA

The 2024 Community Grants RFP provides funding for the following Strategies. Grantees must provide services within the specified district and serve the target population(s) listed below.

STRATEGY	TERM	GRANT ALLOCATION RANGE	# OF GRANTS	DISTRICT	TARGET POPULATIONS
STEM & Environmental Sustainability	1.5 years	\$250K-\$500K	Up to 2	Citywide	<ol style="list-style-type: none"> 1. San Francisco elementary school youth/youth with disabilities in grades K-5 2. San Francisco middle school youth/youth with disabilities in grades 6-8 3. San Francisco high school youth/youth with disabilities in grades 9-12 4. San Francisco Middle and High School at-risk and justice-involved youth ages 12-17

STRATEGY: STEM & ENVIRONMENTAL SUSTAINABILITY

The Science, Technology, Engineering and Math (STEM) and Environmental Sustainability Strategy is designed to provide learning opportunities related to science, technology, engineering, and math that will help participants develop 21st-Century skills and competencies. STEM programs will be project-based, hands-on and collaborative and will allow youth to work together to investigate a problem, develop possible solutions or explanations, make observations, test out ideas, think creatively and evaluate their findings and process. STEM programs target elementary, middle, and high school, and can focus on many topics including, but not limited to, biological or environmental science, engineering, computer science, coding, economics, environmental sustainability, and disparate impacts of environmental hazards.

Target Population

The Identity Formation and Inclusion Strategy has three target populations. **Applicants will choose to serve one or more of the target populations** and will be required to answer specific questions in their proposals depending on their selection:

1. San Francisco elementary school youth/youth with disabilities in grades K-5
2. San Francisco middle school youth/youth with disabilities in grades 6-8
3. San Francisco high school youth/youth with disabilities in grades 9-12
4. San Francisco Middle and High School at-risk and justice-involved youth ages 12-17

STEM & Environmental Sustainability Strategy Goals

1. To provide participants with access to hands-on, inquiry-based STEM extracurricular programs and activities.
2. To enrich participants' educational experience and support social and emotional skills development.
3. To expose participants to a range of STEM and Environmental related career options in a variety of employment industries.
4. To foster environmental and sustainability awareness and behaviors among participants.

STEM & Environmental Sustainability Strategy Requirements

In addition to meeting the Universal Requirements described on page 10, applicants to this strategy must also meet the following requirements to be eligible for funding.

1. Cohort Structure: Programs must establish a cohort of youth to develop meaningful relationships and provide sustainable adult support for participants. The purpose of the cohort structure is to foster peer bonding, develop a culture of learning among participants and strengthen teamwork.
2. Developmentally Appropriate Cohorts: Programs choosing to serve multiple target populations must ensure that cohorts are intentionally constructed to include participants who are at or near the same developmental level in regard to their needs, skills and competencies.
3. Curriculum-Based: Activities must have specific skill-building goals and utilize a 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.
4. Structured Activities: Programs must include structured activities that provide learning opportunities related to science, technology, engineering, and math, ideally integrated together. Programs should provide activities that are hands-on, inquiry-based and collaborative. These activities can be focused on many topics including, but not limited to, biological or environmental science, computer science, and coding.

5. Project-based Learning: Programs must provide activities that are project-based that allow participants to engage with STEM and Environmental Sustainability topics for an extended period of time to investigate and respond to engaging and/or complex questions, problems or challenges. Projects can vary in their topic, scope or duration but should provide opportunities for participants to gain problem-solving, teamwork, communication, adaptability, and other relevant skills.
6. Culminating Project: Programs must provide opportunities for participants to be engaged with project-based activities that are sustained, cooperative endeavors that result in a specific end product, culminating event, or other tangible achievement that brings a sense of accomplishment and showcases the skills gained within the program.

Performance Measures

The following table lists the outcomes prioritized for STEM & Environmental Sustainability strategy in FY24-29. Programs will be required to administer participant 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 (FY24/25 Only)	<u>FY24/25 Only</u> : Grantee participates in SEL trainings.	Yes - participated in trainings
SEL Plan (FY25-29)	<u>FY24/25-FY28/29</u> : 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%+
Engaged in School/Community	Percent of surveyed participants who report becoming a more engaged participant in their school or community because of the program.	75%+
Agency Health	Fiscal health of grantee agency based on DCYF’s Fiscal and Compliance Monitoring efforts.	Strong

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 Section	Question Text	Character Limit
Target Population	Describe your experience serving the target population(s) you selected in the district specified. In your answer provide examples of any approaches you use in your program to increase impact on your target population(s).	1400
	Describe your program's approach for outreach, recruitment and retention of participants. In your answer, describe any challenges with engagement and retention that are specific to your intended target population(s), as well as how you have addressed them.	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	Provide a detailed description of your program model, including the core services provided, program activities and the number of participants to be served. In addition, explain how your program is aligned with the Strategy and Result Area you are applying under.	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	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	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

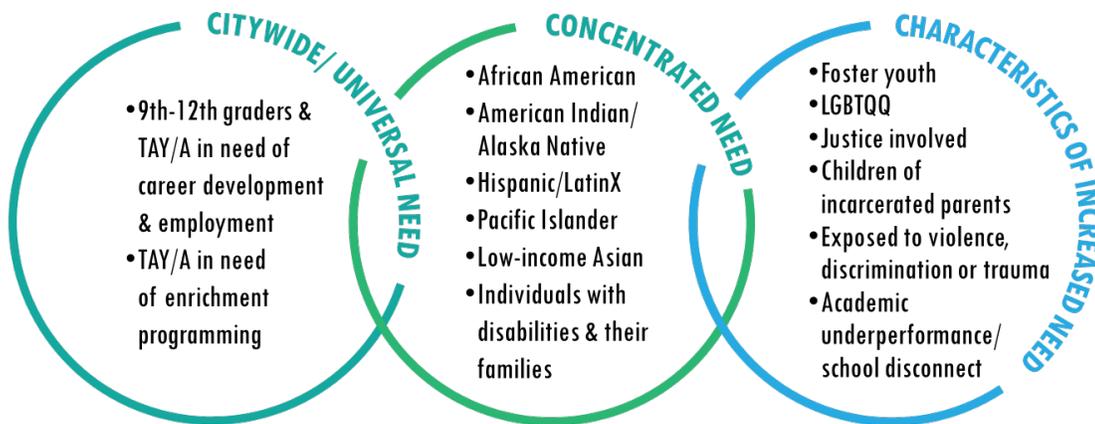
RESULT AREA: YOUTH ARE READY FOR COLLEGE, WORK & PRODUCTIVE ADULTHOOD

This Result Area is associated with programs, resources, supports and activities that help youth and TAY/A gain exposure, skills, and abilities that prepare them for successful transitions into adulthood. The grants and initiatives in this Result Area target equitable access and outcomes and provide multiple avenues for engagement and support.

The target population, Service Areas and Funding Strategies contained within the Youth are Ready for College and Productive Adulthood Result Area have been intentionally designed to address elements of this Result Area. DCYF has identified the **Educational Supports, Enrichment & Skill Building, Justice Services, Youth Empowerment,** and **Youth Workforce Development** Service Areas to provide a broad and varied base of support for youth to gain readiness for college and career.

Target Populations:

DCYF is committed to serving all San Franciscans, regardless of race, ethnicity, gender, or sexual orientation. While DCYF may partner with some organizations that have a focused expertise addressing the unique cultural needs of certain San Francisco children and youth communities, it is DCYF’s intent to provide services to all San Francisco communities through its variety of partnerships and DCYF’S own work. This Result Area is focused on



high-school-aged youth and TAY/A ages 14-24, with a focus on those youth and TAY/A furthest from opportunity. This Result Area also targets services to address groups with characteristics of increased needs including English learners, foster youth, LGBTQQ, systems-impacted, trauma-exposed children and youth, and youth who are underperforming in and/or disconnected from school.

Service Areas

The 2024 Community Grants RFP contains the following Service Areas under the Youth Are Ready for College, Work and Productive Adulthood Results Area:

SERVICE AREA	FUNDING STRATEGY	GRANT TERM	ALLOCATION	# OF GRANTS	DISTRICT
Enrichment and Skill Building	Identity Formation	1.5 years	\$600K	Up to 2	District 9 & 10
Youth Workforce Development	Youth Workforce Development TAY/A	1.5 years	\$750K	Up to 2	Citywide

Applicants must submit separate proposals for each district they intend to serve within a strategy.

SERVICE AREA: ENRICHMENT & SKILL BUILDING

The Enrichment and Skill Building (E&S) Service Area seeks to support programs that provide opportunities for children and youth to learn specialized skills, build positive personal identities, find social-emotional enrichment opportunities, and improve their leadership abilities through project- and curriculum-based programming. Additionally, these programs should nurture habits, routines, and values that prevent risky and violent behaviors amongst participants. All programs funded under the E&S Service Area are expected to be rooted in youth development principles and provide culturally responsive services.

Community Grants in this Service Area

The 2024 Community Grants RFP provides funding for the following Strategies. Grantees must provide services within the specified district and serve the target population(s) listed below.

STRATEGY	TERM	GRANT ALLOCATION RANGE	# OF GRANTS	DISTRICT	TARGET POPULATIONS
Identity Formation	1.5 years	\$300K-\$600K	Up to 2	District 9 & 10	<ol style="list-style-type: none"> 1. San Francisco high school youth ages 14-17 2. San Francisco at-risk or system-involved youth ages 14-17 3. San Francisco disconnected/homeless TAY/A ages 18-24

Applicants must submit separate proposals for each district they intend to serve within a strategy.

STRATEGY: IDENTITY FORMATION & INCLUSION

The Identity Formation and Inclusion Strategy is designed to provide opportunities for youth to increase their self-esteem and sense of purposeful belonging by focusing on the resiliency, strengths, and assets of their personal identity. Identity Formation and Inclusion programs will provide project-based activities that help participants understand the social and historical contexts that influence the many parts of their personal identities. Through these experiences participants will analyze systems of power and oppression, develop relationships with positive peers and role models, and build self-identity and self-esteem. Identity Formation programs target middle- and high school youth and can focus on any element that makes up identity including, but not limited to, race, ethnic or cultural background, gender identity, and/or sexual orientation.

Target Population

The Identity Formation and Inclusion Strategy has three target populations. **Applicants will choose to serve one or more of the target populations** and will be required to answer specific questions in their proposals depending on their selection:

1. San Francisco high school youth ages 14-17
2. San Francisco at-risk or system-involved youth ages 14-17
3. San Francisco disconnected/homeless TAY/A ages 18-24

Identity Formation & Inclusion Strategy Goals

1. To increase self-esteem and sense of purposeful belonging.
2. To strengthen the dispositional factors that influence positive behaviors and increase self-perception and hopefulness for the future.
3. To increase cultural and historical awareness and understanding of self and others.
4. To increase opportunities for self-expression.
5. To increase connections to peer support and caring adults.
6. To increase social awareness, resiliency, and coping skills.

Identity Formation & Inclusion Strategy Requirements

In addition to meeting the Universal Requirements described on page 10, applicants to this strategy must also meet the following requirements to be eligible for funding.

1. Structured Activities: Programs must include structured activities that address race, ethnic or cultural background, gender identity, sexual orientation and/or other elements of identity.
2. Cohort Structure: Programs must establish a cohort of youth in order to develop meaningful relationships and provide sustainable adult support for participants. The purpose of the cohort structure is to foster peer bonding, develop a culture of learning among participants and strengthen teamwork.
3. Curriculum-Based: Activities must have specific skill-building goals and utilize a 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. Curricula must incorporate social and emotional learning principles into programming including forming positive relationships, growth mindset, self-efficacy, self-management, and social awareness.
4. Project-Based Learning: Programs must provide activities that are project-based that allow participants to engage with activities that address race, ethnic or cultural background, gender identity, sexual orientation and/or other elements of identity for an extended period of time to investigate and respond to engaging

and/or complex questions, problems or challenges. Projects can vary in their topic, scope or duration but should provide opportunities for participants to gain problem-solving, teamwork, communication, adaptability, and other relevant skills. Programs must have an established process to facilitate the closure of projects in a way that affirms and celebrates participants’ identity and growth and offers them the opportunity to reflect on the experience.

5. Culminating Project: Programs must provide opportunities for participants to be engaged with project-based activities that are sustained, cooperative endeavors that result in a specific end product, culminating event, or other tangible achievement that brings a sense of accomplishment and showcases the skills gained within the program.
6. Youth Leadership and Voice: Programs must provide leadership opportunities for participants that allow them to lead and facilitate within the program including, but not limited to, setting programmatic goals, identifying, and defining issues, choosing discussion topics, and selecting reflection activities

Additional Requirements for Programs Serving Disconnected Transitional Age Youth

1. Participant Eligibility: Program participants must meet the City Charter definition of disconnected transitional age youth: youth ages 18 to 24 as who “are homeless or in danger of homelessness; have dropped out of high school; have a disability or other special needs, including substance abuse; are low-income parents/caregivers; are undocumented; are new immigrants and/or English Learners; are Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning (LGBTQQ); and/or are transitioning from the foster care, juvenile justice, criminal justice, or Special Education system.”
2. Recruitment: Programs must demonstrate knowledge of effective outreach and recruitment methods to engage disconnected TAY/A. These methods must take into account the disconnected nature of the target population and the high likelihood that these youth will not be engaged through conventional recruitment methods.

Performance Measures

The following table lists the outcomes prioritized for Identity Formation & Inclusion strategy in FY24-29. Programs will be required to administer participant 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 (FY24/25 Only)	<u>FY24/25 Only</u> : Grantee participates in SEL trainings.	Yes - participated in trainings
SEL Plan (FY25-29)	<u>FY24/25-FY28/29</u> : 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%+
Sense of Personal Identity	Percent of surveyed participants who report a stronger sense of belonging to a community and/or increased comfort with their own personal identity as a result of the program.	75%+
Agency Health	Fiscal health of grantee agency based on DCYF’s Fiscal and Compliance Monitoring efforts.	Strong

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 Section	Question Text	Character Limit
Target Population	Describe your experience serving the target population(s) you selected in the district specified. In your answer provide examples of any approaches you use in your program to increase impact on your target population(s).	1400
	Describe your program's approach for outreach, recruitment and retention of participants. In your answer, describe any challenges with engagement and retention that are specific to your intended target population(s), as well as how you have addressed them.	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	Provide a detailed description of your program model, including the core services provided, program activities and the number of participants to be served. In addition, explain how your program is aligned with the Strategy and Result Area you are applying under.	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	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	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

SERVICE AREA: YOUTH WORKFORCE DEVELOPMENT

The Youth Workforce Development (YWD) Service Area seeks to support a continuum of tiered career exposure and work-based learning opportunities that are developmentally appropriate and meet the needs of youth. This continuum encompasses a range of services including opportunities for early career introductions, job skills training, exposure to the private sector and career-oriented employment, and targeted programming for high-needs youth, all delivered with a culturally competent youth development approach.

Community Grants in this Service Area

The 2024 Community Grants RFP provides funding for the following Strategies. Grantees must provide services within the specified district and serve the target population(s) listed below.

STRATEGY	TERM	GRANT ALLOCATION RANGE	# OF GRANTS	DISTRICT	TARGET POPULATIONS
Youth Workforce Development TAY/A	1.5 years	\$375K-\$750K	Up to 2	Citywide	<ol style="list-style-type: none">1. San Francisco TAY/A ages 18-242. San Francisco TAY/A ages 18-24 who are justice system involved: either in custody (short-term), on active probation, or within six months of exiting probation.

STRATEGY: YOUTH WORKFORCE DEVELOPMENT (TAY/A)

The Youth Workforce Development (TAY/A) Strategy is designed to provide TAY/A with the knowledge, skills, abilities, and experiences that will prepare them for the world of work. Programs will offer job readiness and other training, subsidized or unsubsidized job placements and transition planning activities all intended to expose TAY/A to jobs and careers. This strategy will help them begin to connect to their long-term career goals with the educational and financial steps needed to achieve them. The YWD Strategy targets TAY/A ages 18-24.

Target Population

The Youth Leadership and Organizing Strategy has four target populations. Applicants may choose to serve any combination of the following target populations.

1. San Francisco TAY/A ages 18-24
2. San Francisco TAY/A ages 18-24 who are justice system involved: either in custody (short-term), on active probation, or within six months of exiting probation.

Youth Workforce Development (TAY/A) Strategy Goals

1. To ensure participants obtain gainful employment
2. To ensure that a range of workforce development placements and opportunities that are responsive to the local labor market are available.
3. To create a pipeline of job-ready local young adults that are prepared to enter the workforce in San Francisco.

Youth Workforce Development (TAY/A) Strategy Requirements

In addition to meeting the Universal Requirements described on page 10, applicants to this strategy must also meet the following requirements to be eligible for funding.

1. Job Development and Vocational/Certification Programs: Programs must develop relationships with industry partners to help participants obtain gainful employment. In addition, programs should be able to provide support and access to short-term vocational opportunities and certification programs.
 - a. Under this requirement programs can pay for registration/tuition fees for certification/vocational programs.
2. Adherence to Labor Laws: Programs must also adhere to all relevant labor laws including those governing labor and wages that comply with the Minimum Compensation Ordinance.
3. Work Experience: Programs must connect the participant to an internship, part-time or full-time job/work experience. All participants are expected to receive an hourly wage at a job or paid internship/work experience (adhering to the latest Minimum Compensation Ordinance wages). Work experience ranges from regular, paid employment to subsidized employment and learning-rich work experience.
 - a. For work experiences where the agency is subsidizing the wage, programs will gauge their performance and help participants learn from the experience. Evaluations based on workplace expectations and performance should be provided by the worksite supervisor.
4. Life Skills Trainings: Provide participants training on communication, time management, self-awareness, direction, empathy, and coping with stress.
5. Job Readiness Training: Programs will provide activities and training designed to build employment readiness skills that help participants obtain and maintain employment. Job Readiness training should focus on the following topics.
 - a. Job-Search Skills: Labor market knowledge, job search, completing a job application, completing online applications, preparing resumes, interviewing, etc.

- b. Documentation and Paperwork: Programs must also ensure that participants are aware of the necessary documentation and paperwork needed for employment.
 - c. Interpersonal and Soft Skills: Self-awareness, personal health, knowledge of personal strengths and values, teamwork, time management, communication, punctuality, professional courtesy, problem solving, conflict resolution, etc.
 - d. Financial Literacy: Incorporate the importance of and access to bank accounts, direct deposits, education around savings and money management, support with filing taxes.
6. Curriculum-Based: Program activities must have specific skill-building goals and utilize a 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.
 7. Wrap-Around Supports: Programs must provide connection and/or access to the services below if needed:
 - a. Mental Health and Wellness supports
 - b. Housing and Transportation education
 - c. Other Barrier Removal: Direct support that includes but is not limited to financial and other material resources that are responsive and help participants gain or maintain access to basic needs including childcare, food, water, clothing, technology, internet access, and more.
 8. Undocumented/Immigrant Youth: If you are serving undocumented/immigrant youth, programs must have protocols and procedures in place to support and place youth in employment opportunities.
 9. Transition Planning and Support: Programs must provide activities that support the development of a Transition Plan that includes future steps associated with education, employment, and career. Programs must also provide follow-up support to participants for a minimum of three months after completion of the program. Programs must provide intentional support to help participants make actual connections to their next step.
 10. Community Structure: Programs must host activities that allow young adults to develop meaningful peer relationships and sustainable support for participants. The purpose of the community structure is to foster peer bonding, develop a culture of learning among participants and strengthen teamwork and networking.
 11. Enrollment into WorkforceLinkSF: Programs will need to enroll all participants into the WorkforceLinkSF App that is managed by the Office of Economic and Workforce Development. We are working in partnership with other City Departments to better track youth workforce experiences and to be able to provide better connection to resources and job referrals.

Performance Measures

The following table lists the outcomes prioritized for Youth Workforce Development (TAY/A) Strategy in FY24-29. Programs will be required to administer participant 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 (FY24/25 Only)	Grantee participates in SEL trainings.	Yes - participated in trainings

Name	Measure	Target
SEL Plan (FY25-29)	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%+
Transition Plan	Percent of participants with completed transitions plans.	90%+
Placements	Number of actual work-based learning experiences provided compared to the program's projected number of work-based learning experiences.	85%+
Education/Career Goals	Percent of surveyed participants who report developing education or career goals and understanding the steps needed to achieve their goals as a result of the program.	75%+
Financial Literacy Skills	Percent of surveyed participants who report developing financial literacy skills, such as opening a bank account and making a budget, as a result of the program.	75%+
Job Search Skills	Percent of surveyed participants who report developing job search skills, such as resume writing and interviewing, as a result of the program.	75%+
Stable Employment	Percent of participants employed at the end of program participation.	75%+
WorkforceLinkSF (FY24/25 Only)	Grantee staff attend training on WorkforceLinkSF.	Yes - Attended Training
WorkforceLinkSF (FY25-29)	Percent of participants enrolled in WorkforceLinkSF.	50%+
Agency Health	Fiscal health of grantee agency based on DCYF's Fiscal and Compliance Monitoring efforts.	Strong

Questions

The questions below are designed to get a better understanding of the program model and how it aligns with the strategy, the budget and the impact the program will have on the target population.

Question Section	Question Text	Character Limit
Target Population	Describe your experience serving the target population(s) you selected in the district specified. In your answer provide examples of any approaches you use in your program to increase impact on your target population(s).	1400
	Describe your program's approach for outreach, recruitment and retention of participants. In your answer, describe any challenges with engagement and retention that are specific to your intended target population(s), as well as how you have addressed them.	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	Provide a detailed description of your program model, including the core services provided, program activities and the number of participants to be served. In addition, explain how your program is aligned with the Strategy and Result Area you are applying under.	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	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	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: EXAMPLE GRANT AGREEMENT (G-100)

GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO

and

«CONTRACTOR_NAME»
CONTRACT ID: «AGREEMENT_NO»

THIS GRANT AGREEMENT (“Agreement”) is made as of «agreement_date», in the City and County of San Francisco, State of California, by and between «CONTRACTOR_NAME» (“Grantee”) and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“City”) acting by and through the DEPARTMENT OF CHILDREN, YOUTH AND THEIR FAMILIES (“Department”).

RECITALS

WHEREAS, Grantee has applied to the Department for a grant to fund the matters set forth in a grant plan; and summarized briefly as follows: «Result Area»; and

WHEREAS, the grant plan will be carried out through the following Grantee program(s): «Program_Name»; and;

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

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

ARTICLE 1 DEFINITIONS

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

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

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

(c) **“Budget”** shall mean the budget attached hereto as part of Appendix B.

(d) **“Charter”** shall mean the Charter of City.

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

1.2 Additional Terms. The terms “as directed,” “as required” or “as permitted” and similar terms shall refer to the direction, requirement, or permission of the Department. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of the Department. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable to, or satisfactory to the Department. The terms “include,” “included” or “including” and similar terms shall be deemed to be followed by the words “without limitation”. The use of the term “subcontractor,” “successor” or “assign” herein refers only to a subcontractor (“subgrantee”), successor or assign expressly permitted under Article 13.t

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

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

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

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

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

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

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

**ARTICLE 3
TERM**

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

3.2 Duration of Term. The term of this Agreement shall commence on **JULY 1, 2024** and expire on **JUNE 30, 2029**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

ARTICLE 4
IMPLEMENTATION OF GRANT PLAN

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

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

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

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

4.5 Publications and Work Product.

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

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

(c) Grantee shall distribute any Publication solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion. In addition, Grantee shall furnish any services

funded in whole or part with the Grant Funds under this Agreement solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion.

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

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

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

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds. In no event shall the amount of Grant Funds disbursed hereunder exceed «award_words» (\$«AWARD»).

Contingent Amount: Up to «contingency_words» (\$«CONTINGENCY») for the period defined in Section 3.2 **may be available, in the City's sole discretion, as a contingency subject to authorization by the City and certified as available by the Controller.**

The maximum amount of Grant Funds disbursed hereunder shall not exceed «total_words» (\$«total») for the period defined in Section 3.2.

Grantee understands that, of the maximum dollar disbursement listed in Section 5.1 of this Agreement, **the amount shown as the Contingent Amount may not be used in Program Budgets attached to this Agreement in Appendix B, and is not available to Grantee without a revision to the Program Budgets of Appendix B specifically approved by the Grant Agreement Administrator.** Grantee further understands that no payment of any portion of this contingency amount will be made unless and until such funds are certified as available by the Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

(a) Grantee shall submit to the Department for approval, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix C. Any unapproved Funding Requests shall be returned by the Department to Grantee with a brief explanation why the Funding Request was rejected. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department shall

have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Department.

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

5.4 State or Federal Funds

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

(b) **Reserved. (Grant Terms)**

5.5 Advance of Funds. Grantee shall be entitled to an annual advance payment in an amount not to exceed 10% of the Budget Amount for the specific fiscal year as defined in Appendix B. In rare cases, the Agency may approve an advance over the 10% limit based on program needs. Grantee must provide the Agency with a written request for an advance prior to the beginning of the fiscal year in which the advance payment will be made. The Agency shall have the sole discretion of whether to approve an advance payment request and the amount of any payment. These funds shall be deemed payable to the Grantee upon execution of this Agreement, certification by the Controller and receipt by Agency of a Funding Request. The Agency shall deduct the entire amount of any advance payment from disbursement due to Grantee as described above. The Agency shall have the sole discretion to determine the timing and amount of each such deduction, but in no event shall any advance repayment remain outstanding after June 30 of the fiscal year in which the advance was provided.

ARTICLE 6 REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS

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

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

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

6.4 Financial Statements. Pursuant to San Francisco Administrative Code Section 67.32 and Controller requirements, if requested, within sixty (60) days following the end of each Fiscal Year, Grantee shall deliver to City an unaudited balance sheet and the related statement of income and cash flows for such Fiscal Year, all in reasonable detail acceptable to City, certified by an appropriate financial officer of Grantee as accurately presenting the financial position of Grantee. If requested by City, Grantee shall also deliver to City, no later than one hundred twenty (120) days following the end of any Fiscal Year, an audited balance sheet and the related statement of income and cash flows for such Fiscal Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee.

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

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

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

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

ARTICLE 7
TAXES

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

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

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

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

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

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

**ARTICLE 8
REPRESENTATIONS AND WARRANTIES**

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

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

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

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

8.4 Conflict of Interest.

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

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

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

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

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

**ARTICLE 9
INDEMNIFICATION AND GENERAL LIABILITY**

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

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

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

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

**ARTICLE 10
INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

10.9 Reserved. (Worker's Compensation)

10.10 Insurance Waiver. Any of the terms or conditions of this Article 10 may be waived by the City's Risk Manager in writing, signed by the Risk Manager, and attached to this Agreement as Appendix F. Such waiver is fully incorporated herein. The waiver shall waive only the requirements that are expressly identified and waived, and under such terms and conditions as stated in the waiver.

ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS

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

12.2 Sunshine Ordinance. Grantee acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, grantee's bids, responses to Requests for Proposals and all other records of communications between City and persons or entities seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. All information provided by Grantee covered by Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.**12.3 Financial Projections.** Pursuant to San Francisco Administrative Code Section 67.32, Grantee agrees upon request to provide City with financial projections (including profit and loss figures) for the activities and/or projects contemplated by this Grant ("Project") and annual audited financial statements thereafter. Grantee agrees that all such projections and financial statements shall be public records that must be disclosed.

ARTICLE 13
ASSIGNMENTS AND SUBCONTRACTING

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

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

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

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

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

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

ARTICLE 14
INDEPENDENT CONTRACTOR STATUS

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

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

14.3 Consequences of Recharacterization.

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

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

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

**ARTICLE 15
NOTICES AND OTHER COMMUNICATIONS**

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

If to the Department or City: **DEPARTMENT OF CHILDREN, YOUTH & THEIR
FAMILIES
1390 MARKET STREET, SUITE 900
SAN FRANCISCO, CA 94102
Attn: BRETT CONNER**

If to Grantee: **«CONTRACTOR_NAME»
«STREET_ADDR»
«CITY», «STATE», «zip»
Attn: «ED_NAME»**

Any notice of default must be sent by registered mail.

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

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

ARTICLE 16 COMPLIANCE

16.1 Reserved.

16.2 Nondiscrimination Requirements.

(a) 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.

(b) **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.

16.3 Reserved.

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

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

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

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

16.8. 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 at <http://sfgov.org/olse/mco>. 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.

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

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

16.11 Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, no funds appropriated by the City and County of San Francisco for this Agreement may be expended for organizing, creating, funding, participating in, supporting, or attempting to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity"). The terms of San Francisco Administrative Code Chapter 12.G are incorporated herein by this reference. Accordingly, an employee working in any position funded under this Agreement shall not engage in any Political Activity during the work hours funded hereunder, nor shall any equipment or resource funded by this Agreement be used for any Political Activity. In the event Grantee, or any staff member in association with Grantee, engages in any Political Activity, then (i) Grantee shall keep and maintain appropriate records to evidence compliance with this section, and (ii) Grantee shall have the burden to prove that no funding from this Agreement has been used for such Political Activity. Grantee agrees to cooperate with any audit by the City or its designee in order to ensure compliance with this section. In the event Grantee violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement and any other agreements between Grantee and City, (ii) prohibit Grantee from bidding on or receiving any new City contract for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

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

16.13 Working with Minors. In accordance with California Public Resources Code Section 5164, if Grantee, or any subgrantee, is providing services at a City park, playground, recreational center or beach, Contractor shall not hire, and

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

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

16.15 Public Access to Meetings and Records. If Grantee receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Grantee shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, Grantee agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. Grantee further agrees to make good-faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. Grantee further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

16.16 Consideration of Criminal History in Hiring and Employment Decisions.

(a) Grantee agrees to comply fully with and be bound by all of the provisions of Article 142, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Labor and Employment Code ("Article 142"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Article 142 are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of Article 142 is available on the web at <http://sfgov.org/olse/fco>. Grantee is required to comply with all of the applicable provisions of Article 142, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Article 142.2

(b) The requirements of Article 142 shall only apply to a Grantee's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Article 142 shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

16.17 Food Service Waste Reduction Requirements. Grantee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this

Agreement. By entering into this Agreement, Grantee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Grantee agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Grantee's failure to comply with this provision.

16.18 Reserved. (Slavery Era Disclosure)

16.19 Distribution of Beverages and Water.

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

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

16.20 Reserved.

16.21 Compliance with Other Laws.

(a) 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.

(b) 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.

**ARTICLE 17
MISCELLANEOUS**

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

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

17.3 Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to

Department Head, as the case may be, of the Department who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.

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

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

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

- Appendix A, Definition of Eligible Expenses
- Appendix B, Definition of Grant Plan
- Appendix C, Form of Funding Request
- Appendix D, Interests in Other City Contracts
- Appendix E, Permitted Subgrantees
- Appendix F, Insurance Waiver

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

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

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

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

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

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

17.12 Reserved. (Dispute Resolution Procedure)

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

17.14 MacBride Principles--Northern Ireland. Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Grantee acknowledges and agrees that he or she has read and understood this section.

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

CITY _____ **GRANTEE:** _____

DEPARTMENT OF CHILDREN, YOUTH & THEIR FAMILIES

«CONTRACTOR_NAME»

By: _____
Maria Su, Psy.D.
Executive Director

By: _____
«ed_name»
Executive Director
Federal Tax ID #: «tax_id»
City Supplier Number: «citysupplier_id»

Approved as to Form:

David Chiu
City Attorney

By: _____
Valerie J. Lopez
Deputy City Attorney

Appendix A--Definition of Eligible Expenses

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

All Eligible Expenses *must* be:

(1) paid by Grantee prior to the submission of the applicable Funding Request; ***if advances are approved:*** expenses to be incurred and paid by Grantee no more than 30 days after the disbursement of Grant Funds pursuant to the Funding Request;

(2) direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees;

(3) operating (as opposed to capital) expenses;

(4) within the scope of the applicable Budget line item;

(5) directly related to activities performed within the physical boundaries of the City and County of San Francisco or activities exclusive to the children and youth of the City and County of San Francisco occurring outside of its physical boundaries as a necessary component of the activity; and

(6) incurred in support of services for children up to 18 years old and Disconnected Transitional-Aged Youth up to and including 24 years old, including:

(a) Affordable child care and early education;

(b) Recreation, cultural and after-school programs, including without limitation, arts programs;

(c) Health services, including prevention, education, and behavioral and mental health services;

(d) Training, employment and job placement;

(e) Youth empowerment and leadership development;

(f) Youth violence prevention programs;

(g) Youth tutoring and educational enrichment programs;

(h) Family and parent support services;

(i) Support for collaboration among grantees to enhance service delivery and provider capacity-building, and for community development efforts; and

(j) 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.

Eligible Expenses may include:

(1) adult and youth staff wages;

(2) fringe benefits;

(3) subcontractors;

- (4) materials and supplies;
- (5) program expenses including but not limited to communications, equipment, field trips, food, insurance, occupancy, and transportation; and
- (6) administrative expenses including but not limited to fiscal sponsorship fees.

Eligible Expenses shall specifically exclude:

- (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-Aged Youth 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-Aged Youth;
- (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-Aged Youth, 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.

Appendix B--Definition of Grant Plan

The term "Grant Plan" shall mean SEE WORK PLAN BELOW.

Appendix C--Form of Funding Request

Grantee is to use the Contract Management System (CMS) for the purpose of requesting Funds (invoicing). CMS is accessible online at <https://www.contracts.dcyf.org/>.

Appendix D--Interests In Other City Contracts

SEE APPENDIX B FOR WORK PLAN'S SECTION "OTHER CITY FUNDS"

Appendix E--Permitted Subgrantees

SEE APPENDIX B FOR WORK PLAN'S SECTION "SUBCONTRACTORS"

Appendix F – Insurance Waiver

NONE