

**CITY AND COUNTY OF SAN FRANCISCO
HUMAN SERVICES AGENCY**

FIRST AMENDMENT TO GRANT AGREEMENT

BETWEEN

CITY AND COUNTY OF
SAN FRANCISCO

AND

HOMEBRIDGE, INC.
1000035970

This **AMENDMENT** of the **JULY 1, 2025** Grant Agreement (the "Agreement") is dated as of **JULY 1, 2026** and is made in the City and County of San Francisco, State of California, by and between **Homebridge, Inc., 1035 Market Street, Suite 100, San Francisco, CA 94103** ("Grantee") and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("City") acting by and through the **Human Services Agency** ("Department").

RECITALS

WHEREAS, the Agreement was competitively procured as required through **RFP 1151-IHSS Contract Mode issued on December 17, 2024**, and this modification is consistent therewith; and

WHEREAS, the City's Board of Supervisors] approved this Agreement by Resolution # **Resolution Number on Date Of Commission Or Board Action; and**

WHEREAS, Grantee has submitted to the Agency the Application Documents (as hereinafter defined) seeking a grant for the purpose of funding the matters set forth in the Grant Plan (as defined in the Agreement); and

WHEREAS, City and Grantee desire to modify the Agreement on the terms and conditions set forth herein to **increase the grant amount and update standard contractual clauses**; and

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

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

1. **Definitions.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Grant Agreement.
 - (a) **Agreement.** The term “Agreement” shall mean the Agreement dated **July 1, 2025** between Grantee and City.

2. **San Francisco Labor and Employment Code.** As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

3. **Modifications to the Agreement.** The Grant Agreement is hereby modified as follows:
 - (a) **Article 5.1 Maximum Amount of Grant Funds** of the Agreement currently reads as follows:

The amount of the Grant Funds disbursed hereunder shall not exceed **Thirty-Six Million Dollars (\$36,000,000)** for the period **from July 1, 2025 to June 30, 2026, plus any contingent amount authorized by City and certified as available by the Controller.**

Contingent amount: Up to Three Million, Six Hundred Thousand Dollars (\$3,600,000) may be available, in the City’s sole discretion as a contingency but only subject to written authorization by the City and if monies are certified as available by the Controller.

The maximum amount of Grant Funds disbursed hereunder shall not exceed **Thirty Nine Million, Six Hundred Thousand Dollars (\$39,600,000)** for the period from **July 1, 2025 to June 30, 2026.**

Grantee understands that the maximum amount of Grant Funds disbursement identified above in Section 5.1 of this Agreement, includes the amount shown as the contingent amount and may not to be used in Program Budget(s)

attached to this Agreement as Appendix B, and is not available to Grantee without a written revision to the Program Budgets of Appendix B approved by Agency. 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 Controller. Grantee agrees to fully comply with these laws, regulations, and policies and procedures.

Such section is hereby superseded in its entirety to read as follows:

The amount of the Grant Funds disbursed hereunder shall not exceed **One Hundred Forty Four Million Dollars (\$144,000,000)** for the period from **July 1, 2025 to June 30, 2029, plus any contingent amount authorized by City and certified as available by the Controller.**

Contingent amount: Up to Fourteen Million, Four Hundred Thousand Dollars (\$14,400,000) 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 **One Hundred Fifty Eight Million, Four Hundred Thousand Dollars (\$158,400,000)** for the period from **July 1, 2025 to June 30, 2029.**

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 to be used in Program Budgets attached to this Agreement as Appendix **B**, and is not available to Grantee without a revision to the Program Budgets of Appendix **B** specifically approved by 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 Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

(b) 17.6 Entire agreement section 17.6 is hereby replaced in its entirety to read as follows:

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, Services to be Provided**
- Appendix B, Budget**
- Appendix C, Method of Payment**
- Appendix D, Interests in Other City Grants**
- Appendix E, Permitted Subgrantees**
- Appendix F, Confidentiality and Privacy of Participant Information**
- Appendix G, Federal Award Information**
- Appendix H, Federal Requirements for Subcontractors**

4. **Effective Date.** Each of the modifications set forth in Section 3 shall be effective on and after the date of this Amendment.
5. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Grant Agreement shall remain unchanged and in full force and effect.

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

CITY
DEPARTMENT OF DISABILITY AND
AGING SERVICES

GRANTEE:
HOMEBRIDGE, INC.

By: _____
Kelly Dearman Date
Executive Director

By: _____ Date
Print Name: Min Chang
Title: CEO
Address: 1035 Market Street, Suite 100
City, State ZIP: San Francisco, CA
94103
Phone: 415-930-1888
City vendor number: 0000018736
Federal Employer ID number: 94-
2985244
DUNS Number: 836142224

Approved as to Form:

David Chiu
City Attorney

By: _____
Valerie Lopez
Deputy City Attorney

**HUMAN SERVICES AGENCY BUDGET SUMMARY
BY PROGRAM**

Grantee: Homebridge, Inc				Full Term:	7/1/25 - 6/30/29
Program: IHSS Contract Mode				Effective Date:	
New <input type="checkbox"/> Modification <input type="checkbox"/> Revisor <input type="checkbox"/> (Check One)				Modification #	
	7/1/25 - 6/30/26	7/1/26 - 6/30/27*	7/1/27 - 6/30/28*	7/1/28 - 6/30/29*	7/1/25 - 6/30/29
Expenses	Original	Original	Original	Original	Total
Salaries & Benefits	\$28,955,230	\$28,955,230	\$28,955,230	\$28,955,230	\$115,820,920
Operating-Direct	\$1,712,160	\$1,712,160	\$1,712,160	\$1,712,160	\$6,848,640
Subtotal	\$30,667,390	\$30,667,390	\$30,667,390	\$30,667,390	\$122,669,560
Indirect Percentage (%)	15%	15%	15%	15%	15%
Indirect Costs (Line 16 X Line 15)	\$4,600,109	\$4,600,109	\$4,600,109	\$4,600,109	\$18,400,436
Consultant/Subcontractor (\$25,000+)	\$732,501	\$732,501	\$732,501	\$732,501	\$2,930,004
Direct Client Pass-Through					
Capital Expenses					
Total Expenses	\$36,000,000	\$36,000,000	\$36,000,000	\$36,000,000	\$144,000,000
HSA / DAS Revenues					
Federal Funding (53%)	\$18,360,000	\$18,360,000	\$18,360,000	\$18,360,000	\$73,440,000
State Funding (47%)	\$17,640,000	\$17,640,000	\$17,640,000	\$17,640,000	\$70,560,000
Total HSA / DAS Revenues	\$36,000,000	\$36,000,000	\$36,000,000	\$36,000,000	\$144,000,000
Rates					
Proposed Client Hours Served	565948.75	565948.75	565948.75	565948.75	\$2,263,795
Reimbursement Hourly Rate	\$63.61	\$63.61	\$63.61	\$63.61	\$63.61
Total Budget Revenues	\$36,000,000	\$36,000,000	\$36,000,000	\$36,000,000	\$144,000,000
Prepared by and Date: Shantel Weingand (CFO) on January 10, 2025					
Telephone No. & Email: 415-314-5274, sweingand@homebridgeca.org HSA Budget Form (3/24)					
*The funding availability for FY26-FY29 is subject to the Board of Supervisors' approval. A grant amendment will be executed upon the Board of Supervisors' approval to release the funding and increase the not-to-exceed amount of the grant.					

Salaries & Benefits Detail

POSITION TITLE	Agency Totals		HSA Program		7/1/25 - 6/30/26		Agency Totals		HSA Program		7/1/26 - 6/30/27*		Agency Totals		HSA Program		7/1/27 - 6/30/28*		Agency Totals		HSA Program		7/1/28 - 6/30/29*		7/1/25 - 6/30/29	
	Annual Full Time Salary for FTE	Total FTE	% FTE funded by HSA (Max 100%)	Adjusted FTE	Original	Annual Full Time Salary for FTE	Total FTE	% FTE funded by HSA (Max 100%)	Adjusted FTE	Original	Annual Full Time Salary for FTE	Total FTE	% FTE funded by HSA (Max 100%)	Adjusted FTE	Original	Annual Full Time Salary for FTE	Total FTE	% FTE funded by HSA (Max 100%)	Adjusted FTE	Original	Annual Full Time Salary for FTE	Total FTE	% FTE funded by HSA (Max 100%)	Adjusted FTE	Original	Total
Home Care Provider I	\$47,840	139.00	100%	139.00	\$6,649,760	\$47,840	139.00	100%	139.00	\$6,649,760	\$47,840	139.00	100%	139.00	\$6,649,760	\$47,840	139.00	100%	139.00	\$6,649,760	\$47,840	139.00	100%	139.00	\$6,649,760	\$26,599,040
Home Care Provider II	\$54,080	106.00	100%	106.00	\$5,732,480	\$54,080	106.00	100%	106.00	\$5,732,480	\$54,080	106.00	100%	106.00	\$5,732,480	\$54,080	106.00	100%	106.00	\$5,732,480	\$54,080	106.00	100%	106.00	\$5,732,480	\$22,929,920
Home Care Provider III	\$56,160	134.00	100%	134.00	\$7,525,440	\$56,160	134.00	100%	134.00	\$7,525,440	\$56,160	134.00	100%	134.00	\$7,525,440	\$56,160	134.00	100%	134.00	\$7,525,440	\$56,160	134.00	100%	134.00	\$7,525,440	\$30,101,760
Home Care Provider III On Call	\$58,240	8.00	100%	8.00	\$465,920	\$58,240	8.00	100%	8.00	\$465,920	\$58,240	8.00	100%	8.00	\$465,920	\$58,240	8.00	100%	8.00	\$465,920	\$58,240	8.00	100%	8.00	\$465,920	\$1,863,680
Home Care Provider IV-CNA	\$58,240	2.00	100%	2.00	\$116,480	\$58,240	2.00	100%	2.00	\$116,480	\$58,240	2.00	100%	2.00	\$116,480	\$58,240	2.00	100%	2.00	\$116,480	\$58,240	2.00	100%	2.00	\$116,480	\$465,920
Senior Director of Program Operations	\$190,034	1.00	50%	0.50	\$95,017	\$190,034	1.00	50%	0.50	\$95,017	\$190,034	1.00	50%	0.50	\$95,017	\$190,034	1.00	50%	0.50	\$95,017	\$190,034	1.00	50%	0.50	\$95,017	\$380,068
Manager, Care Teams	\$83,434	4.00	40%	1.60	\$133,494	\$83,434	4.00	40%	1.60	\$133,494	\$83,434	4.00	40%	1.60	\$133,494	\$83,434	4.00	40%	1.60	\$133,494	\$83,434	4.00	40%	1.60	\$133,494	\$533,976
Manager, Support and Scheduling	\$91,884	1.00	70%	0.70	\$64,319	\$91,884	1.00	70%	0.70	\$64,319	\$91,884	1.00	70%	0.70	\$64,319	\$91,884	1.00	70%	0.70	\$64,319	\$91,884	1.00	70%	0.70	\$64,319	\$257,276
Nurse Case Manager	\$105,040	1.00	50%	0.50	\$52,520	\$105,040	1.00	50%	0.50	\$52,520	\$105,040	1.00	50%	0.50	\$52,520	\$105,040	1.00	50%	0.50	\$52,520	\$105,040	1.00	50%	0.50	\$52,520	\$210,080
Program Analyst	\$65,770	1.00	50%	0.50	\$32,885	\$65,770	1.00	50%	0.50	\$32,885	\$65,770	1.00	50%	0.50	\$32,885	\$65,770	1.00	50%	0.50	\$32,885	\$65,770	1.00	50%	0.50	\$32,885	\$131,540
Program Coordinator	\$73,915	1.00	100%	1.00	\$73,915	\$73,915	1.00	100%	1.00	\$73,915	\$73,915	1.00	100%	1.00	\$73,915	\$73,915	1.00	100%	1.00	\$73,915	\$73,915	1.00	100%	1.00	\$73,915	\$295,660
Quality Assurance and Improvement Specialist	\$83,486	1.00	50%	0.50	\$41,743	\$83,486	1.00	50%	0.50	\$41,743	\$83,486	1.00	50%	0.50	\$41,743	\$83,486	1.00	50%	0.50	\$41,743	\$83,486	1.00	50%	0.50	\$41,743	\$166,972
Senior Manager, Program Delivery	\$108,810	1.00	70%	0.70	\$76,167	\$108,810	1.00	70%	0.70	\$76,167	\$108,810	1.00	70%	0.70	\$76,167	\$108,810	1.00	70%	0.70	\$76,167	\$108,810	1.00	70%	0.70	\$76,167	\$304,668
Senior Manager, Program Operations	\$102,830	1.00	100%	1.00	\$102,830	\$102,830	1.00	100%	1.00	\$102,830	\$102,830	1.00	100%	1.00	\$102,830	\$102,830	1.00	100%	1.00	\$102,830	\$102,830	1.00	100%	1.00	\$102,830	\$411,320
Senior Program Analyst	\$77,454	1.00	50%	0.50	\$38,727	\$77,454	1.00	50%	0.50	\$38,727	\$77,454	1.00	50%	0.50	\$38,727	\$77,454	1.00	50%	0.50	\$38,727	\$77,454	1.00	50%	0.50	\$38,727	\$154,908
Specialized Trainer	\$63,814	2.00	50%	1.00	\$63,814	\$63,814	2.00	50%	1.00	\$63,814	\$63,814	2.00	50%	1.00	\$63,814	\$63,814	2.00	50%	1.00	\$63,814	\$63,814	2.00	50%	1.00	\$63,814	\$255,256
Support and Scheduling Representative	\$64,490	7.00	50%	3.50	\$225,715	\$64,490	7.00	50%	3.50	\$225,715	\$64,490	7.00	50%	3.50	\$225,715	\$64,490	7.00	50%	3.50	\$225,715	\$64,490	7.00	50%	3.50	\$225,715	\$902,860
Care Supervisor	\$67,140	31.00	38%	11.65	\$782,028	\$67,140	31.00	38%	11.65	\$782,028	\$67,140	31.00	38%	11.65	\$782,028	\$67,140	31.00	38%	11.65	\$782,028	\$67,140	31.00	38%	11.65	\$782,028	\$3,128,112
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TOTALS	\$1,452,661	442.00	1268%	412.65	\$22,273,254	\$1,452,661	442.00	1268%	412.65	\$22,273,254	\$1,452,661	442.00	1268%	412.65	\$22,273,254	\$1,452,661	442.00	1268%	412.65	\$22,273,254	\$1,452,661	442.00	1268%	412.65	\$22,273,254	\$89,093,016
FRINGE BENEFIT R	30%					30%					30%					30%										
EMPLOYEE FRINGE BENE					\$6,681,976					\$6,681,976					\$6,681,976										\$6,681,976	\$26,727,904
TOTAL SALARIES & BENE!					\$28,955,230					\$28,955,230					\$28,955,230										\$28,955,230	\$115,820,920

Operating Expenses Detail

	7/1/25 - 6/30/26 Original	7/1/26 - 6/30/27* Original	7/1/27 - 6/30/28* Original	7/1/28 - 6/30/29* Original	7/1/25 - 6/30/29 Total
Expenditure Category					
Rental of Property	\$340,827	\$340,827	\$340,827	\$340,827	\$1,363,308
Utilities(Elec, Water, Gas, Phone, Garbage)	\$32,216	\$32,216	\$32,216	\$32,216	\$128,864
Office Supplies, Postage	\$17,237	\$17,237	\$17,237	\$17,237	\$68,948
Building Maintenance Supplies and Repair	\$25,024	\$25,024	\$25,024	\$25,024	\$100,096
Printing and Reproduction	\$4,692	\$4,692	\$4,692	\$4,692	\$18,768
Insurance	\$63,403	\$63,403	\$63,403	\$63,403	\$253,612
Staff Training	\$5,364	\$5,364	\$5,364	\$5,364	\$21,456
Staff Travel-(Local & Out of Town)					
Rental of Equipment					
Consulting/Professional Services					
Consultant A (first \$25k; anything over on next tab)					
Subcontractor A (first \$25k; anything over on next tab)					
Other					
Technology Equip and Peripherals	\$38,994	\$38,994	\$38,994	\$38,994	\$155,976
Software	\$11,598	\$11,598	\$11,598	\$11,598	\$46,392
Licenses & Subscriptions	\$54,055	\$54,055	\$54,055	\$54,055	\$216,220
Payroll & HR System	\$79,657	\$79,657	\$79,657	\$79,657	\$318,628
Hiring Expenses	\$24,634	\$24,634	\$24,634	\$24,634	\$98,536
Recruiting Expenses	\$5,200	\$5,200	\$5,200	\$5,200	\$20,800
Staff Events	\$6,452	\$6,452	\$6,452	\$6,452	\$25,808
Training	\$1,694	\$1,694	\$1,694	\$1,694	\$6,776
Staff Meetings	\$15,221	\$15,221	\$15,221	\$15,221	\$60,884
Caregiver Travel	\$150,122	\$150,122	\$150,122	\$150,122	\$600,488
Postage	\$1,532	\$1,532	\$1,532	\$1,532	\$6,128
Printing	\$2,671	\$2,671	\$2,671	\$2,671	\$10,684
Supplies	\$3,164	\$3,164	\$3,164	\$3,164	\$12,656
Caregiver Supplies	\$274,328	\$274,328	\$274,328	\$274,328	\$1,097,312
Technology Equip and Peripherals	\$22,500	\$22,500	\$22,500	\$22,500	\$90,000
Software	\$208,724	\$208,724	\$208,724	\$208,724	\$834,896
Telephone/Field Technology	\$322,851	\$322,851	\$322,851	\$322,851	\$1,291,404
Total Operating Expense	\$1,712,160	\$1,712,160	\$1,712,160	\$1,712,160	\$6,848,640

