

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

**FIRST AMENDMENT TO GRANT AGREEMENT**

*BETWEEN*

CITY AND COUNTY OF  
SAN FRANCISCO

*AND*

**Self-Help for the Elderly  
1000022740**

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This **AMENDMENT** of the, **July 1, 2021** Grant Agreement (the "Agreement") is dated as of **July 1, 2022** and is made in the City and County of San Francisco, State of California, by and between **SELF-HELP FOR THE ELDERLY, 731 SANSOME STREET, SUITE 100, SAN FRANCISCO, CA 94111** ("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 **Request for Proposal (RFP) #920 issued on March 8, 2021** and this modification is consistent therewith; and

**WHEREAS**, the City's Board of Supervisors approved this Amendment by Resolution number #270-22 on June 7, 2022;

**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 to provide a congregate meal program and modified congregate meal program for older adults** 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, 2021 between Grantee and City.

2. **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 **Eight Million, Six Hundred Forty Nine Thousand, Two Hundred Sixty Four Dollars (\$8,649,264)** for the period from **July 1, 2021 to June 30, 2025, plus any contingent amount authorized by City and certified as available by the Controller.**

**Contingent amount:** Up to **Eight Hundred Sixty Four Thousand, Nine Hundred Twenty Six Dollars (\$864,926)** for the period from **July 1, 2024 to June 30, 2025 (Y4), 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 **Nine Million, Five Hundred Fourteen Thousand, One Hundred Ninety Dollars (\$9,514,190)** for the period from **July 1, 2021 to June 30, 2025 (Y1 to Y4).**

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.”

Such section is hereby superseded in its entirety to read as follows:

The amount of the Grant Funds disbursed hereunder shall not exceed **Nine Million, Six Hundred Ninety Five Thousand, Four Hundred Sixty Four Dollars (\$9,695,464)** for the period from **July 1, 2021 to June 30, 2025, plus any contingent amount authorized by City and certified as available by the Controller.**

**Contingent amount:** Up to **Nine Hundred Sixty Nine Thousand, Five Hundred Forty Six Dollars (\$969,546)** for the period from **July 1, 2024 to June 30, 2025 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 **Ten Million, Six Hundred Sixty Five Thousand, Ten Dollars (\$10,665,010)** for the period from **July 1, 2021 to June 30, 2025.**

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 **B1**, and is not available to Grantee without a revision to the Program Budgets of Appendix **B1** 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) **Appendix A.** Appendix A, of the aforesaid agreement describes the services to be provided.

Such section is hereby superseded in its entirety by Appendix A1, attached to this Modification Agreement, which displays the additional services to be provided under this Modification Agreement.

- (c) **Appendix B.** Appendix B, Calculation of Charges, pp. 1-4 of the Aforesaid Agreement displays the original total amount of **\$8,649,264.**

Such section is hereby superseded in its entirety by Appendix B-1, Calculation of Charges, pp. 1-4, which displays the budget as herein modified to **\$9,695,464.**

- (d) **Appendix F.** Appendix F, of the aforesaid agreement includes Site Charts.

Such section is hereby superseded in its entirety by Appendix F1, Site Charts, attached to this Modification Agreement.

- (e) **Article 16.23 Protection of Private Information.** Article 16.23 is hereby added to the agreement and reads as follows::

**16.23 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.

- (f) **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 A1, Services to be Provided  
Appendix B1, Budget  
Appendix C, Method of Payment  
Appendix D, Interests in Other City Grants  
Appendix E, Permitted Subgrantees  
Appendix F1 Site Chart  
Appendix G, HIPAA Business Associate Addendum  
Appendix H, Federal Award Information  
Appendix I, Federal Requirements for Subrecipients  
Appendix J, FEMA Emergency & Exigency Contracts Requirements

**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

**4. 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**  
HUMAN SERVICES AGENCY

DocuSigned by:  
*Trent Rhorer* 7/5/2022  
By: \_\_\_\_\_ Date  
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Trent Rhorer  
Executive Director  
Human Services Agency

**GRANTEE:**  
**Self-Help for the Elderly**

DocuSigned by:  
*Anni Chung* 6/30/2022  
By: \_\_\_\_\_ Date  
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Print Name: Anni Chung  
Title: Executive Director  
Address: 731 Sansome Street, Suite 100  
City, State ZIP: San Francisco, CA 94111

Phone: 415-677-7600

Federal Tax ID #: 94-1750717  
City Supplier Number: 0000011273  
DUNS Number : 051409951

**Approved as to Form:**

David Chiu  
City Attorney

DocuSigned by:  
*David Ries* 7/1/2022  
By: \_\_\_\_\_  
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David K. Ries  
Deputy City Attorney