

CITY AND COUNTY OF SAN FRANCISCO

SECOND AMENDMENT TO THE GRANT AGREEMENT

BETWEEN

CITY AND COUNTY OF
SAN FRANCISCO

AND

Self-Help for the Elderly

This AMENDMENT of the, **July 1, 2021** Grant Agreement (the "Agreement") is dated as of _____, **2023** 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 Disability and Aging Services Commission approved this Amendment on **December 6, 2022**; and

WHEREAS, THE City's Board of Supervisors approved this Amendment by Resolution number # _____ on _____.

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, the City and Grantee desire to modify the Agreement on the terms and conditions set forth herein to provide grant funding for infrastructure, equipment, and vehicle purchases (Purchases) to support the California Department of Aging "Home and Community Based Services (HCBS) program"; and,

WHEREAS, the City and the HCBS program intend for Grantee to own and/or retain title to all Purchases during and after expiration of the Grant Agreement; 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.

First amendment, July 1, 2022

b. **Contract Monitoring Division. Contract Monitoring Division.** Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division (“CMD”). Wherever “Human Rights Commission” or “HRC” appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean “Contract Monitoring Division” or “CMD” respectively.

c. **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

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 **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 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.”

Such section is hereby superseded in its entirety to read as follows:

The amount of the Grant Funds disbursed hereunder shall not exceed **Ten Million, Eight Hundred One Thousand, One Hundred Three Dollars (\$10,801,103)** 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 **One Million, Eighty Thousand, One Hundred Ten Dollars (\$1,080,110)** 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 **Eleven Million, Eight Hundred Eighty One Thousand, Two Hundred Thirteen Dollars (\$11,881,213)** 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 be used in Program Budgets attached to this Agreement as Appendix **B-2**, and is not available to Grantee without a revision to the Program Budgets of Appendix **B-2** 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.

These additional funds may be used by Grantee for infrastructure, equipment, and vehicle purchases (Purchases) to support the California Department of Aging “Home and Community Based Services (HCBS) program.” The City and the HCBS program intend for Grantee to own and/or retain title to all Purchases during and after expiration of the Grant Agreement.

- b. Appendix A.** Appendix A1, of the aforesaid agreement describes the services to be provided.

Such section is hereby superseded in its entirety by Appendix A2, attached to this Modification Agreement, which displays the additional services to be provided under this Modification Agreement.

- c. **Appendix B.** Appendix B1, Calculation of Charges, pp. 1-3 of the Aforesaid Agreement displays the original total amount of \$9,695,464.

Such section is hereby superseded in its entirety by Appendix B2, Calculation of Charges, pp. 1-4, which displays the budget as herein modified to \$10,801,103.

- d. **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 A2, Services to be Provided
- Appendix B2, 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.

