

CITY AND COUNTY OF SAN FRANCISCO

THIRD AMENDMENT TO THE GRANT AGREEMENT

BETWEEN

CITY AND COUNTY OF
SAN FRANCISCO

AND

INSTITUTE ON AGING

(Grant ID#: 1000014657)

This AMENDMENT of the July 1, 2019 Grant Agreement (the "Agreement") is dated as of July 1, 2021 and is made in the City and County of San Francisco, State of California, by and between INSTITUTE ON AGING, 3575 GEARY BLVD., SAN FRANCISCO, CA 94118 ("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 Proposals #816 Community Living Fund Program, issued October 2018 and this modification is consistent therewith; and

WHEREAS, the City's Disability and Aging Services Commission approved this Amendment on April 7, 2021;

WHEREAS, the City's Board of Supervisors approved this Amendment by [INSERT RESOLUTION NUMBER] on [INSERT DATE OF COMMISSION OR BOARD ACTION];

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 extend the performance period, increase the contract 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, 2019** between Grantee and City.

First amendment,

dated **November 1, 2019**, and

Second amendment, dated **February 1, 2020.**

b. 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 3.2. Duration of Term of the Agreement currently reads as follows:

The term of this Agreement shall commence on the later of (a) **July 1, 2019** and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on **June 30, 2021.**

Such section is hereby superseded in its entirety to read as follows:

The term of this Agreement shall commence on the later of (a) **July 1, 2019** and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on **June 30, 2023.**

(b) 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 **Ten Million Eight Hundred Fifty-Four Thousand Three Hundred Fifty-Eight Dollars (\$10,854,358)** for the period from **July 1, 2019 to June 30, 2021, plus any contingent amount authorized by City and certified as available by the Controller.**

Contingent amount: Up to **Seven Hundred Eighty-Six Thousand Nine Hundred Thirty-Six Dollars (\$786,936)** for the period from **July 1, 2020 to June 30, 2021 (Y2)**, 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 Six Hundred Forty-One Thousand Two Hundred Ninety-Four Dollars (\$11,641,294)** for the period from **July 1, 2019 to June 30, 2021 (Y1-Y2).**

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 B1, B2 & B3, and is not available to Grantee without a written revision to the Program Budgets of Appendix B1, B2 & B3

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 **Twenty-One Million, One Hundred Forty-Nine Thousand, Four Hundred Eighty-Six Dollars (\$21,149,486)** for the period from **July 1, 2019 to June 30, 2023 (Y1-Y4)**, plus any contingent amount authorized by City and certified as available by the Controller.

Contingent amount: Up to **One Million, Two Hundred Fifty-Nine Thousand, Four Hundred Forty-Two Dollars (\$1,259,442)** for the period from **July 1, 2022 to June 30, 2023 (Y4)**, 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 **Twenty-Two Million, Four Hundred Eight Thousand, Nine Hundred Twenty-Eight Dollars (\$22,408,928)** for the period from **July 1, 2019 to June 30, 2023 (Y1-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 be used in Program Budgets attached to this Agreement as Appendices **B2-a, B2-b, and B3**, and is not available to Grantee without a revision to the Program Budgets of Appendices **B2-a, B2-b, and B3** 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.

- (c) **Appendix A-2.** Appendix A-2, of the aforesaid agreement describes the services to be provided.

Such section is hereby superseded in its entirety by Appendix A-3, pp. 1-9, attached to this Modification Agreement, which displays the additional services to be provided under this Modification Agreement.

- (d) **Appendix B1.** Appendix B1, Calculation of Charges for the Public Guardian Housing Fund, of the Aforesaid Agreement displays the original total amount of **\$700,000**.

Such section is hereby superseded in its entirety by Appendix B2-b, Calculation of Charges for the Public Guardian Housing Fund, which displays the budget as herein modified to **\$1,400,000**.

- (e) **Appendix B2.** Appendix B2, Calculation of Charges for the Community Living Fund Case Management & Purchase of Services component, of the Aforesaid Agreement displays the original total amount of **10,055,663**.

Such section is hereby superseded in its entirety by Appendix B2-a, Calculation of Charges for the Community Living Fund Case Management & Purchase of Services component, which displays the budget as herein modified to **\$19,144,421**.

- (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 A3, Services to be Provided
Appendix B2-a, Community Living Fund Budget
Appendix B2-b, Public Guardian Housing Fund Budget
Appendix B3, Housing & Disability Income Advocacy Program Budget
Appendix C, Method of Payment
Appendix D, Interests in Other City Grants
Appendix E, Permitted Subgrantees
Appendix F, HIPPA Business Associate Addendum
Appendix G, Federal Award Information for Subrecipients
Appendix H, Federal Requirements for Subrecipients

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.

