

CITY AND COUNTY OF SAN FRANCISCO

FIRST AMENDMENT OF THE GRANT AGREEMENT

BETWEEN

CITY AND COUNTY OF
SAN FRANCISCO

AND

CHILDREN'S COUNCIL OF SAN FRANCISCO

This AMENDMENT of the, **July 1, 2017** Grant Agreement (the "Agreement") is dated as of **January 1, 2020** and is made in the City and County of San Francisco, State of California, by and between **CHILDREN'S COUNCIL OF SAN FRANCISCO, 445 CHURCH STREET, SAN FRANCISCO, CA 94114** ("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 744, issued January 12, 2017 and this modification is consistent therewith; and

WHEREAS, the City's Human Services Commission approved this Amendment on November 21, 2019;

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, 2017** between Grantee and City.

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, 2017** 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, 2020**.

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, 2017** 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, 2022**.

(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 **One Hundred Seventy-Nine Million, Six Hundred Seventy-Four Thousand, Two Hundred Eighty-Four Dollars (\$179,674,284)** for the period from **July 1, 2017 to June 30, 2020, plus any contingent amount authorized by City and certified as available by the Controller.**”

Contingent amount: Up to **Seventeen Million, Nine Hundred Sixty-Seven Thousand, Four Hundred Twenty-Eight Dollars (\$17,967,428)** for the period from **July 1, 2019 to June 30, 2020, 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 **One Hundred Ninety-Seven Million, Six Hundred Forty-One**

Thousand, Seven Hundred Twelve Dollars (\$197,641,712) for the period from **July 1, 2017 to June 30, 2020.**

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 **Three Hundred Fifty-Six Million, Four Hundred Eighteen Thousand, Eight Hundred Fourteen Dollars (\$356,418,814)** for the period from **July 1, 2017 to June 30, 2022, plus any contingent amount authorized by City and certified as available by the Controller.**

Contingent amount: Up to **Nineteen Million, Six Hundred Thirty-Three Thousand, Six Hundred Thirty-One Dollars (\$19,633,631)** for the period from **July 1, 2021 to June 30, 2022 (Y5), 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 **Three Hundred Seventy-Six Million, Fifty-Two Thousand, Four Hundred Forty-Five Dollars (\$376,052,445)** for the period from **July 1, 2017 to June 30, 2022 (Y1-Y5).**

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-1**, and is not available to Grantee without a revision to the Program Budgets of **Appendix B-1** 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.** Appendix A, of the aforesaid agreement describes the services to be provided.

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

- (d) **Appendix B.** Appendix B, Calculation of Charges of the Aforesaid Agreement displays the original total amount of **\$179,674,284**.

Such section is hereby superseded in its entirety by Appendix B-1, Calculation of Charges, which displays the budget as herein modified to **\$356,418,814**.

- (e) **Article 7.4 Withholding.** Article 7.4 is hereby added to the agreement and reads as follows:

7.4 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.

- (f) **Article 16.17 Sugar-Sweetened Beverage Prohibition.** Section 16.17 of the Grant Agreement is hereby amended in its entirety to read as follows:

16.17 Distribution of Beverages and Water.

(a) **Sugar-Sweetened Beverage Prohibition.** Contractor agrees that it will 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.

- (g) **Article 16.22 Duty to Collect and Record Client Sexual Orientation and Gender Identity (SOGI) Data.** Article 16.22 is hereby added to the agreement and reads as follows:

16.22 Duty to Collect and Record Client Sexual Orientation and Gender Identity (SOGI) Data. Contractor shall comply with San Francisco Administrative Code Chapter 104 by seeking to collect and record information about clients' sexual orientation and gender identity, and reporting such data to the Department annually. In seeking to collect information about clients' sexual orientation and gender identity, Contractor shall: (1) communicate to clients that the provision of sexual orientation and gender identity information is voluntary, and no direct services shall be

denied to clients who decline to provide that information; (2) solicit gender identity and sexual orientation data using questions and approaches consistent with the Department of Public Health's Policies and Procedures entitled "Sexual Orientation Guidelines: Principles for Collecting, Coding, and Reporting Identity Data," reissued on September 2, 2014, and "Sex and Gender Guidelines: Principles for Collecting, Coding, and Reporting Identity Data," reissued on September 2, 2014, or any successor Policies and Procedures; and (3) advise clients that they will protect personally identifiable information regarding clients' sexual orientation and gender identity from unauthorized disclosure, to the extent permitted by law. The duty to collect information about gender identity and sexual orientation shall not apply to the extent such collection is incompatible with any professionally reasonable clinical judgment that is based on articulable facts of clinical significance. Further, Contractor shall protect personally identifiable information from unauthorized disclosure, to the extent permitted by law and as required by the Health Insurance Portability and Accountability Act, the California Medical Information Act, Article 1 of the California Constitution, the California Health and Safety Code and regulations promulgated thereunder, the California Welfare and Institutions Code and regulations promulgated thereunder, and any other applicable provision of federal or state law.

- (h) **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-1, Services to be Provided
Appendix B-1, Budget
Appendix C, Method of Payment
Appendix D, Interests in Other City Grants
Appendix E, Permitted Subgrantees
Appendix F, Federal Award Information
Appendix G, Federal Requirements for Subrecipients
Appendix H, Additional Federal 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

GRANTEE:

CHILDREN'S COUNCIL OF SAN FRANCISCO

By: _____
Trent Rhorer Date
Executive Director
Human Services Agency

By: _____
Date

Gina Fromer
Chief Executive Officer
445 Church Street
San Francisco, CA 94114
Phone: (415) 276-2900

Federal Tax ID #: 94-2221305
City Vendor Number: 0000022965
DUNS #: 824708911

Approved as to Form:

David K. Ries
City Attorney

By: _____
Deputy City Attorney