

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

THIRD AMENDMENT TO GRANT AGREEMENT

BETWEEN

CITY AND COUNTY OF
SAN FRANCISCO

AND

**Self-Help for the Elderly
1000022756**

This AMENDMENT of the, **July 1, 2021** Grant Agreement (the "Agreement") is dated as of _____, **2024** 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 **February 7, 2024**; 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 Home-Delivered Meal (HDM) Nutrition Services for older adults, to add the FY 23-24 Cost of Doing Business (CODB) adjustment, and to make other minor updates to the Agreement language listed below**; 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, dated **April 1, 2022,** and
Second amendment, dated **December 1, 2022.**

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 Sixty Seven Thousand, Nine Hundred Forty Seven Dollars (\$8,667,947)** 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 Six Thousand, Seven Hundred Ninety Five Dollars (\$866,795)** 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 **Nine Million, Five Hundred Thirty Four Thousand, Seven Hundred Forty Two Dollars (\$9,534,742)** 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 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.”

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, Four Hundred Sixty Eight Thousand, Five Hundred Fifty Dollars (\$10,468,550)** 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, Forty Six Thousand, Eight Hundred Fifty Five Dollars (\$1,046,855) 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, Five Hundred Fifteen Thousand, Four Hundred Five Dollars (\$11,515,405)** 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 **B3**, and is not available to Grantee without a revision to the Program Budgets of Appendix **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.

- (b) **Appendix A.** Appendix A2, of the aforesaid Agreement describes the services to be provided.

Such section is hereby superseded in its entirety by Appendix A3, attached to this Modification Agreement, which displays the additional services to be provided under this Modification Agreement.

- (c) **Appendix B.** Appendix B2, Calculation of Charges, pp. 1-5 of the aforesaid Agreement displays the original total amount of **\$8,667,947.**

Such section is hereby superseded in its entirety by Appendix B3, Calculation of Charges, pp. 1-5, which displays the budget as herein modified to **\$10,468,550.**

- (d) **Article 11.5 Registry of Charitable Trusts.** Article 11.5 is hereby added to the Agreement and reads as follows:

11.5 Registry of Charitable Trusts

Grantee represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Grantee shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City request, Grantee shall provide documentation demonstrating its compliance with applicable legal requirements. If Grantee will use any subgrantees to perform the Agreement, Grantee is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts at the time of grant execution and for the

duration of the agreement. Any failure by Grantee or any subgrantees to remain in good standing with applicable requirements shall be a material breach of this Agreement.

- (e) **Article 17.6 Entire Agreement.** Article 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 B3, 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

GRANTEE:

Self-Help for the Elderly

By: _____
Kelly Dearman Date
Executive Director
Department of Disability and Aging Services

By: _____

Date

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

By: _____
Glenn Levy Date
Deputy City Attorney