

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

**FIRST AMENDMENT TO GRANT AGREEMENT**

*BETWEEN*

CITY AND COUNTY OF  
SAN FRANCISCO

*AND*

**PROJECT OPEN HAND**

**Grant ID #1000022507**

---

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 **PROJECT OPEN HAND, 730 Polk St, San Francisco, CA 94109, CA** ("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 #920, competitively bid in March 2021, and this modification is consistent therewith; and

**WHEREAS**, the City's Board of Supervisors] approved this Agreement 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 **increase the grant amount** 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.

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 Eighty Eight Thousand, Five Hundred Ninety Two Dollars (\$8,688,592)** 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 Eight Thousand, Eight Hundred Fifty Nine Thousand Dollars (\$868,859)** 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 Fifty Seven Thousand, Four Hundred Fifty One Dollars (\$9,557,451)** 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, 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 **Ten Million, Seven Hundred Eleven Thousand, One Hundred Twelve Dollars (\$10,711,112)** 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, Seventy One Thousand, One Hundred Eleven Dollars (\$1,071,111)** for the period from **July 1, 2024 to June 30, 2025, 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 **Eleven Million, Seven Hundred Eighty Two Thousand, Two Hundred Twenty Three Dollars (\$11,782,223)** 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 B-3**, and is not available to Grantee without a revision to the Program Budgets of Appendix **B-2 and B-3** 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 A, of the aforesaid agreement describes the services to be provided.

Such section is hereby superseded in its entirety by Appendix A-1, pp. **1-12**, 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. **1-6** of the Aforesaid Agreement displays the original total amount of **\$7,594,003**.

Such section is hereby superseded in its entirety by Appendix B-2, Calculation of Charges, pp. **1-6**, which displays the budget as herein modified to **\$9,465,111**.

- (d) **Appendix B-1.** Appendix B-1, Calculation of Charges, pp. **1-6** of the Aforesaid Agreement displays the original total amount of **\$1,094,589**.

Such section is hereby superseded in its entirety by Appendix B-3, Calculation of Charges, pp. **1-4**, which displays the budget as herein modified to **\$1,246,001**.

- (e) **Appendix F.** Appendix F, of the aforesaid agreement describes the site chart.

Such section is hereby superseded in its entirety by Appendix F-1, pp. **1-4**, attached to this Modification Agreement, which displays the additional services to be provided under this Modification Agreement.

- (f) **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.

- (g) **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-2, Budget (Lunch)  
Appendix B-3, Budget (Breakfast)  
Appendix C, Method of Payment  
Appendix D, Interests in Other City Grants  
Appendix E, Permitted Subgrantees  
Appendix F-2, Site Chart

**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.

**CITY**  
**HUMAN SERVICES AGENCY**

## PROJECT OPEN HAND

City Vendor Number: 0000012810

David Chiu  
City Attorney

By: \_\_\_\_\_  
Louise Simpson  
Deputy City Attorney