

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

FIRST AMENDMENT TO GRANT AGREEMENT

BETWEEN

CITY AND COUNTY OF
SAN FRANCISCO

AND

**SAN FRANCISCO-MARIN FOOD BANK
Grant ID: 1000025912**

This **AMENDMENT** of the **JULY 1, 2022** Grant Agreement (the "Agreement") is dated as of **FEBRUARY 1, 2023** and is made in the City and County of San Francisco, State of California, by and between **San Francisco-Marin Food Bank, 900 Pennsylvania Ave, San Francisco, CA 94107** ("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 1024, issued June 9, 2022** and this modification is consistent therewith; and

WHEREAS, the City's Board of Supervisors approved this Agreement by Resolution No. 81-23 on March 10, 2023;

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 grant period, increase the grant amount, and revise the Scope of Services** 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, 2022** between Grantee and City.

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, 2022** and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on **January 31, 2023**.

Such section is hereby superseded in its entirety to read as follows: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, 2022** 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 **Five Million, Seven Hundred Twenty-Five Thousand Dollars (\$5,725,000)** for the period from **July 1, 2022 to January 31, 2023** **plus any contingent amount authorized by City and certified as available by the Controller.**

Contingent amount: Up to **Five Hundred Seventy-Two Thousand, Five Hundred Dollars (\$572,500)** for the period from **July 1, 2022 to January 31, 2023**, **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 **Six Million, Two Hundred Ninety-Seven Thousand, Five Hundred Dollars (\$6,297,500)** for the period **July 1, 2022 to January 31, 2023**.

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, Two Hundred Seven Thousand, Five Hundred Seventy-One Dollars, (\$10,207,571)** for the period from **July 1, 2022 to June 30, 2023**, **plus any contingent amount authorized by City and certified as available by the Controller.**

Contingent amount: Up to **One Million, Twenty Thousand, Seven Hundred Fifty-Seven Dollars (\$1,020,757)** for the period from **July 1, 2022 to June 30, 2023**, **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, Two Hundred Twenty-Eight Thousand, Three Hundred Twenty-Eight Dollars (\$11,228,328)** for the period from **July 1, 2022 to June 30, 2023.**

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, pp. **1-6**, attached to this Modification Agreement, which displays the additional services to be provided under this Modification Agreement.

- (d) **Appendix B.** Appendix B, Calculation of Charges, pp. **1-3**, of the Aforesaid Agreement displays the original total amount of **\$5,725,000**.

Such section is hereby superseded in its entirety by Appendix B-1, Calculation of Charges, pp. **1-3**, which displays the budget as herein modified to **\$10,207,571**.

- (e) **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, FEMA Emergency & Exigency Contracts Requirements
 Appendix G, Federal Requirements for Subrecipients
 Appendix H, HIPAA Business Associate Addendum

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

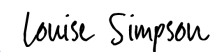
DocuSigned by:

By: 3/27/2023
Trent Rhorer
Executive Director

GRANTEE:
SAN FRANCISCO-MARIN FOOD BANK

DocuSigned by:

By: 3/22/2023
Name: TANIS CROSBY
Title: Executive Director

Approved as to Form:

David Chiu
City Attorney

DocuSigned by:

By: 3/27/2023
Louise S. Simpson
Deputy City Attorney

Email: tcrosby@sfmfoodbank.org
Cell Phone: 415-629-6400

Federal Tax ID #: 94-3041517
City Supplier Number: 0000011589

DUNS: 187431549

Appendix A-1 – Services to be Provided

San Francisco-Marin Food Bank

Citywide Grocery Access July 1, 2022 – June 30, 2023

I. Purpose

This grant will provide a citywide grocery program centered in dignity, choice, and quality to provide free supplemental groceries for food insecure residents in San Francisco.

II. Definitions

| | |
|-----------------------------|--|
| BIPOC | Black, Indigenous and People of Color |
| CARBON | Contracts Administration, Reporting, and Billing On-line System |
| CFAT | Citywide Food Access Team; Unit that originated in the City's COVID-19 Command Center that supports the food security of San Franciscans impacted by the COVID-19 outbreak. The unit now sits within SFHSA. |
| City | City and County of San Francisco, a municipal corporation |
| Culturally-appropriate | Ingredients and preparations of foods that acknowledge and appreciate the experiences, traditions, and diverse preferences of a particular population. |
| Grantee | San Francisco-Marin Food Bank (SFMFB) |
| Limited-English proficiency | Person limited in ability or unable to speak, read and/or write the English language well enough to understand and be understood without the aid of an interpreter. |
| Low-income | Having income at or below 300% of the federal poverty line defined by the federal Bureau of the Census and published annually by the U.S. Department of Health and Human Services. This is only to be used by consumers to self-identify their income status, not to be used as a means test to qualify for the program. |
| Marginalized Population | This population can be defined by race, ethnic status, religion, immigration status, sexual orientation, and gender status. |
| Pop-Up Pantry | A food distribution site run by the San Francisco-Marin Food Bank that distributes grocery bags directly to those in need of food assistance. |
| Service Unit | One distributed grocery bag |
| SFHSA | San Francisco Human Services Agency |
| SOGI | Sexual Orientation and Gender Identity; <i>Ordinance No. 159-16</i> amended the San Francisco Administrative Code to require City departments and contractors that provide health care and social services to seek to collect and analyze data concerning the sexual orientation and gender identity of the clients they serve (<i>Chapter 104, Sections 104.1 through 104.9</i>). |

III. Target Population

This program is designed to serve all populations and ethnicities with a focus on food-insecure children, adults, and other community members of San Francisco, including but not limited to residents of the following high-need neighborhoods: 94102, 94103, 94112, 94124, 94134, 94109, 94110, 94133, 94115, 94122.

IV. Description of Services and Program Requirements

Grantee will administer and maintain a citywide grocery access program, known as the “Pop-Up Pantry” program, to provide free supplemental groceries to food-insecure San Franciscans across 20-plus sites. Grantee will be responsible for procuring all food and packaging and will oversee all aspects of grocery distribution while following all applicable local, state, and federal food safety requirements. Grantee will screen and enroll all clients into Grantee’s database and meet all data collection and reporting requirements set forth in section VIII.

Grantee shall, at minimum, meet the service objectives set forth in Section VI. Each grocery unit must include, at minimum, a variety of fresh fruits and vegetables, protein, and grains that are culturally responsive to the participants of each pop-up pantry site. Grocery bags shall at minimum include sufficient supplies for seven (7) meals and shall be 18-28 pounds of food. The grocery bags shall feature fresh and seasonal produce, such as: oranges, potatoes, onions, carrots, bok choy, broccoli, herbs, cauliflower, cabbage, eggplant, collard greens, kale, corn, squash, lettuce, melons, apples, pears, kiwi, peaches, plums, and nectarines. Protein items may include but are not limited to eggs, poultry, tofu, nut butter, dried beans. Grains may include but are not limited to bread, tortillas, pasta, rice, masa, quinoa, and oatmeal. Cooking essentials such as oil, spices, and vinegar may also be included. Other fresh, frozen, canned, and dry goods will be added when availability allows, including dairy, such as yogurt and cottage cheese. Each service unit shall be reimbursed at \$16.94 per distributed unit during fiscal year 2022-2023.

Throughout the grant term, Grantee shall actively seek and incorporate participant feedback into the Pop-Up Pantry program to ensure that distributed items meet participants’ food preferences, are culturally appropriate, and are of high quality. Rotted or spoiled food is not acceptable for distribution. Throughout the grant term, Grantee shall implement a farmer’s market style/participant choice model at as many pop-up pantry sites as possible. For sites where Grantee cannot offer full choice of all items, Grantee shall plan to offer choice on as many items as is practical.

Grantee shall work with the CFAT to ensure that all participants are provided a dignified experience throughout the program, including but not limited to a participant’s experience enrolling in the program, picking up groceries, and providing feedback. Grantee will ensure adequate and culturally competent staffing (paid and/or volunteer) to administer the program and deliver quality services to meet the needs of the program participants.

V. Location and Time of Services

Grantee will distribute groceries within the City and County of San Francisco. Pop-up Pantry site locations and service times are determined by the Grantee with approval by the CFAT. At least one Pop-Up Pantry site will distribute food on weekends.

VI. Service Objectives

- A. Number of grocery units provided per month: 40,000 at minimum
- B. Number of enrolled unduplicated participants actively utilizing the program per month: 10,000 at minimum

VII. Outcome Objectives

Grantee will conduct surveys approved by the CFAT at the end of each fiscal year and at the end of the grant term to measure whether they have met the following outcome objectives:

- A. At least 90% of participants who use the program will report that they had a dignified experience
- B. At least 85% of the participants who use the program will report that they are satisfied with the selection and quality of food items at the program
- C. At least 85% of the participants who use the program will report that the food they received were culturally appropriate
- D. At least 85% of participants who use the program will report that access to the program has decreased their food insecurity

The survey results will be shared with the CFAT by the 15th of the month following the end of each fiscal year and the end of the grant term.

VIII. Data Collection and Reporting Requirements

Grantee must work with assigned Program Manager to develop a plan for implementing the below data collection and reporting requirements.

- A. Grantee must designate staff to input fiscal, program, and data reporting into CARBON at the beginning of the grant term. These staff will receive training on CARBON from City staff within 30 days since the beginning of the grant term.
- B. Monthly service reports
Grantee shall submit monthly reports to the CFAT to provide numbers of service units distributed during the reporting month, unduplicated households and people served during the reporting month, and the year-to-date unduplicated households and people served. This report should include totals by month across all sites, as well as detailed site-level data.
- C. Monthly menu report
Grantee shall on a monthly basis report to the CFAT the items and amount/quantity of those items being provided in their supplemental grocery units.

D. Quarterly reports

Grantee shall submit quarterly reports to provide detailed participant demographic data, including but not limited to:

- Zip code
- Race/Ethnicity
- Language
- Sexual Orientation
- Gender Identity
- Age

E. Fiscal and invoice reports

All fiscal reports and invoices are due to the Program and Contract Manager by the 15th of the following month. These will be submitted in CARBON.

F. Annual Report

Grantee shall submit an Annual Report with aggregate participant survey results by the 15th of the month following the end of each fiscal year and following the end of the grant term.

G. Ad hoc reports

Grantee may be asked to provide information on an ad hoc basis.

H. Grantee will share all requested client-level data with SFHSA. Grantee and SFHSA will agree on data sharing guidelines by December 12th, 2022.

Grantee agrees to send the first batch of requested client data no later than December 15th, 2022.

I. Grantee program staff will complete a data security awareness training on an annual basis for relevant staff; Grantee will maintain evidence of staff completion of this training.**J. Grantee shall be compliant with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) privacy and security rules to the extent applicable.****K. Grantee will develop a grievance policy with approval from SFHSA/CFAT.**

For assistance with reporting requirements or submission of reports, contact:

Jennifer.Grant@sfgov.org

Contract Manager, Office of Contract Management, SFHSA

or

Cathy.Huang@sfgov.org

Program Manager, Citywide Food Access Team, SFHSA

IX. Monitoring Activities**A. Program Monitoring**

Program monitoring will include review of:

- Compliance with any City or State-mandated food regulations (i.e., adherence to the City's Sugary Beverage Prohibition, adherence to the California Retail Food Code);
- Food procurement policies and planning;
- Participant files if applicable;

- Staff development and training activities (i.e. monthly trainings attended by staff);
- Program policies and procedures (i.e. house rules, ADA, denial of service, grievance procedures);
- Customer satisfaction materials (i.e. client satisfaction surveys);
- Programmatic and physical accessibility/cultural competence (i.e. facility/materials available to person with disabilities, written material in Spanish and Cantonese);
- Outreach procedure/materials (i.e. written policy about how clients will be outreached, flyers, newsletters, and other outreach material); and,
- Client tracking system (i.e. system for tracking client data and group activities).

Program monitoring will also include assessment of services and progress towards both the Service and Outcome Objectives, back-up documentation for reporting progress towards meeting both service and outcome objectives, and discussion of any expected changes in ability to meet those objectives.

B. Fiscal Compliance and Contract Monitoring

Fiscal compliance and contract monitoring will include review of Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

X. Data Privacy Stipulations

A. Criminal Justice, Immigration Status and Federal Tax Information

The Human Services Agency does not share Criminal Justice Information; Immigration Status information as governed by The San Francisco City and County of Refuge Ordinance (San Francisco Administrative Code, Chapters 12H and 12I) also known as the Sanctuary Ordinance; and Federal Tax Information under this grant.

B. Data Security and Storage

The Human Services Agency has protocols in place to protect confidential Information, as defined by:

- i. any information that is personally identifiable information, or any information about an individual, including information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to

- an individual, such as medical, educational, financial, and employment information; or
- ii. information Data Provider(s) disclose, in writing, orally, or visually, to Data User(s), or to which Data User(s) obtain access to in connection with the negotiation and performance of the grant, and which relates to any individuals or entities that have made confidential or proprietary information available to Grantee marked or otherwise identified as proprietary and/or confidential, or that, given the nature of the information, ought reasonably to be treated as proprietary and/or confidential.

Grantee and SFHSA shall maintain all data furnished pursuant to this grant in a space secure from unauthorized access. Data shall be stored and processed in a way that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means. Both Grantee and SFHSA will be diligent in ensuring that the systems and technologies they use comply with government regulations and statutes, as they may be amended from time to time.

C. Use of Data

The Human Services Agency will use Grantee data to analyze program impact and ensure the funds are reaching the intended target population. In addition, the data may be used to understand client use of food resources across different programs and to connect participants to public benefits.

Agency Name: San Francisco-Marin Food Bank
Program Name: Citywide Grocery Access

Operating Expenses Detail

| <u>Expenditure Category</u> | <u>TERM</u> | <u>Current 7/1/22 - 1/31/23</u> | <u>Modification 1 2/1/23-6/30/23</u> | <u>Revised FY22/23 7/1/22-6/30/23</u> | <u>TOTAL 7/1/22-6/30/23</u> |
|---|-------------|-------------------------------------|--|---|---------------------------------|
| Rental of Property | | | | | |
| Utilities(Elec, Water, Gas, Phone, Garbage) | | \$ 91,478 | \$ 61,157 | \$ 152,635 | \$ 152,635 |
| Office Supplies, Postage | | \$ 69,185 | \$ 46,255 | \$ 115,440 | \$ 115,440 |
| Building Maintenance Supplies and Repair | | \$ 75,973 | \$ 50,793 | \$ 126,766 | \$ 126,766 |
| Printing and Reproduction | | \$ 5,474 | \$ 3,660 | \$ 9,134 | \$ 9,134 |
| Insurance | | \$ 40,676 | \$ 27,195 | \$ 67,871 | \$ 67,871 |
| Staff Training | | \$ 6,879 | \$ 4,599 | \$ 11,478 | \$ 11,478 |
| Staff Travel-(Local & Out of Town) | | \$ 4,129 | \$ 2,760 | \$ 6,889 | \$ 6,889 |
| Rental of Equipment | | \$ 51,033 | \$ 34,119 | \$ 85,152 | \$ 85,152 |
| CONSULTANT/SUBCONTRACTOR DESCRIPTIVE TITLE | | | | | |
| Pop-Up Pantry Support (Contracted Labor) | | \$ 674,290 | \$ 450,807 | \$ 1,125,097 | \$ 1,125,097 |
| | | | | | |
| | | | | | |
| OTHER | | | | | |
| Food Purchase (602,571 bags @ \$6.33/bag) | | \$ 2,285,416 | \$ 1,527,951 | \$ 3,813,367 | \$ 3,813,367 |
| Food Storage and Distribution | | \$ 156,009 | \$ 104,302 | \$ 260,311 | \$ 260,311 |
| Food Transportation Costs | | \$ 328,228 | \$ 219,472 | \$ 547,700 | \$ 547,700 |
| Small Equipment (>\$1,500) | | \$ 15,386 | \$ 10,257 | \$ 25,643 | \$ 25,643 |
| Program Supplies | | \$ 104,326 | \$ 69,749 | \$ 174,075 | \$ 174,075 |
| Volunteer Support | | \$ 29,407 | \$ 19,661 | \$ 49,068 | \$ 49,068 |
| | | | | | |
| TOTAL OPERATING EXPENSE | | \$ 3,937,889 | \$ 2,632,737 | \$ 6,570,626 | \$ 6,570,626 |