

CITY AND COUNTY OF SAN FRANCISCO
<<INSERT NAME OF DEPARTMENT>>

SECOND AMENDMENT TO GRANT AGREEMENT

BETWEEN

CITY AND COUNTY OF
SAN FRANCISCO

AND

WESTSIDE COMMUNITY MENTAL HEALTH CENTER
AGREEMENT ID 100025153

SECOND AMENDMENT

This AMENDMENT of the, August 1, 2021 Grant Agreement (the "Agreement") is dated as of July 1, 2024 and is made in the City and County of San Francisco, State of California, by and between WESTSIDE COMMUNITY MENTAL HEALTH CENTER ("Grantee") and the City and County of San Francisco, a municipal corporation ("City") acting by and through ADULT PROBATION DEPARTMENT ("Department").

RECITALS

WHEREAS, WHEREAS, the Agreement was competitively procured as required through RFQ#APD2020-02, issued on November 3, 2020 and reissued on November 9, 2020 and this modification is consistent therewith; and

WHEREAS, the City's [name of Commission or 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, The Grant Agreement is being amended to extend the term, increase the not to exceed amount, update Article 16, and update Appendix B-1 to B-2; 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.
- 2. Modifications to the Agreement.** The Grant Agreement is hereby modified as follows:
 - (a) 16.21 Compliance with Other Laws.**

*Section is hereby amended in its entirety to read as follows (changes in **bold**):*

16.21 Compliance with Other Laws.

(a) Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.

(b) 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 subcontractors/subgrantees/subrecipients 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 subcontractors/subgrantees/subrecipients to remain in good standing with applicable requirements shall be a material breach of this Agreement.

(b) Section 3.2 ("Duration of Term")

Section 3.2 ("Duration of Term") of the Grant Agreement currently reads as follows:

3.2 Duration of Term. The term of this Agreement shall commence on MAY 1, 2022 and expire on JUNE 30, 2024, unless earlier terminated as otherwise provided herein.

*Such section is hereby amended to read as follows (changes in **bold**):*

3.2 Duration of Term. The term of this Agreement shall commence on MAY 1, 2022 and expire on APRIL 30, 2027, unless earlier terminated as otherwise provided herein.

(c) Section 5.1. Section 5.1 ("Maximum Amount of Grant Funds") of the Grant Agreement currently reads as follows:

5.1 **Maximum Amount of Grant Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed SEVEN MILLION TWO HUNDRED EIGHT THOUSAND ONE HUNDRED AND SEVENTY-TWO Dollars (**\$7,208,172**).

THREE HUNDRED FIFTY ONE THOUSAND NINE HUNDRED AND EIGHTY-SIX Dollars (**\$351,986**) for the periods specified in Section 3.2 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.

*Such section is hereby amended to read as follows (changes in **bold**):*

5.1 **Maximum Amount of Grant Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed **EIGHTEEN MILLION THREE HUNDRED THIRTY SIX THOUSAND EIGHT HUNDRED AND THIRTY FOUR** Dollars (**\$18,336,834**).

(d) Appendix B-1 ("Calculation of Charges") of the Grant Agreement currently reads as follows:

Appendix B-1—Calculation of Charges

The Grantee's total compensation under this Agreement is detailed below, inclusive of all eligible costs and expenses required to complete all work specified in Appendix A. In no event shall the total costs under this Agreement exceed the amount set forth in Section 5 of this Agreement and detailed below. The term "Eligible Expenses" shall mean expenses incurred and paid by Grantee during the term of this Agreement in implementing the terms of the Grant Plan.

All Eligible Expenses must be:

- Paid by Grantee prior to the submission of the applicable Reimbursement Request
- Direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees
- Operating (as opposed to capital) expenses
- Within the scope of the applicable Budget line item
- Directly related to activities performed within the physical boundaries of the City and County of San Francisco

All Eligible Expenses shall include:

1. Net salaries and wages
2. Rent or related fees for equipment, performance or meeting halls or studios
3. Telephone charges, stationery and office and program supplies
4. Depreciation and/or capital expenses, which must follow the guidelines set forth by the Office of the Controller. More information here:
 - <https://sfcontroller.org/sites/default/files/Documents/Auditing/Guidelines%20for%20Cost%20Categorization%20in%20Nonprofit%20Contracts%20and%20Grants%20Version%201.2.pdf>
5. Advertising and publicity costs
6. Client food, supplies, and incentives
7. Travel expenses to a San Francisco County Jail facility to conduct assessments or other Program related activities. In the event that travel is required, SFAPD will reimburse the Grantee as per the federally approved standard mileage reimbursement rates. The rate per mile driven for business purposes will be based on the most current IRS rate. In no event shall the total amount per mileage exceed the total travel line item in Appendix B.

Eligible Expenses shall specifically exclude:

1. Personal or business-related costs or expenses related to meals, catering, transportation, lodging, fundraising or educational activities
2. Any costs or expenses which are prohibited under the terms and conditions of any federal or state grant should such funds ever supply all or any portion of the Grant Funds
3. Penalties, late charges or interest on any late payments; or
4. Taxes or other amounts withheld from wages or salaries which have not actually been paid by Grantee during the term of this Agreement or which relate to periods before or after the term of this Agreement

Gift Card Tracking and Submission Requirements (if applicable)

Grantee is responsible to track the purchase and distribution of gift cards at all times. The City's Program Manager will provide a gift card/voucher tracking log(s), and track the following information:

1. Date Gift Card/Voucher was issued
2. # of Gift Cards distributed to the client on that date
3. Type of Gift Card/Voucher
4. Dollar Amount of Gift Card/Voucher
5. Participant SF#
6. Participant Name (printed)
7. Participant Signature
8. Justification/Reason for providing the client with the Gift Card/Voucher
9. Staff Signature

Once all gift cards have been distributed, Grantee shall submit a copy of their gift card/voucher tracking log(s) to the City's Program Manager. The log(s) must include the month in which the purchase of the gift cards will be invoiced to the City SFAPD.

- Each time a batch of gift cards is purchased, the Grantee is responsible to track distribution as per the above bullet points
- Once all the cards in a batch have been distributed, the Grantee shall submit a copy of the gift card distribution tracking log to the City's Program Manager. Indicate on the log what month SFAPD was invoiced for the purchase of the gift cards.

Cost Reimbursement

Grantee shall be responsible for submitting expense justification documentation such as payroll, payroll taxes/fringe, and benefits back up, as well as invoices and or receipts for all other approved expenses no later than the 15th of each month for services provided in the previous month. Additionally, the City's Program Manager must approve all purchases for a single item that exceeds \$500.

Grantee shall review and comply with the following SFAPD policies regarding requirements on submitting supporting documentation with each cost reimbursement requests. More information on the requirements for submitting supporting documentation with cost reimbursement requests may be found at the link below and are incorporated by this reference as if fully set forth herein:

- *Supporting Documentation for Cost Reimbursement Requests Submitted by Non-Profit Grantees*

If a Program fee will be required of Participants, Grantee is required to let SFAPD know what the fees are, and how they will be used. If Grantee does not provide this information, SFAPD may consider withholding reimbursement payments until there is fee clarification.

Cost Reimbursement Requests should be sent to the person indicated in Article 15 of the Original Agreement:

San Francisco Adult Probation Department – Victoria Westbrook
945 Bryant Street
San Francisco, CA 94103

Invoices will be processed and payments made by City to the Grantee within 30 days after the City has received Grantee's cost reimbursement request, provided that:

1. The City has accepted as satisfactory, in the City's sole and absolute discretion, the services rendered by the Grantee to the City in accordance with this Contract;
2. A monthly status report of services provided (number of classes or number of parent child visits facilitated) has been provided to the City by the Grantee as part of the Grantee's payment request each month;
3. Insurance documentation is current in accordance with Section 10 of this Agreement.

In the event the City requests corrections to the cost reimbursement invoice, or for additional information needed to accept the cost reimbursement invoice as satisfactory, the date on which the additional information is received will mark a "new cost reimbursement submission date," and payments will be made by City to the Grantee within 30 days of the new cost reimbursement submission date.

Budget:

SAN FRANCISCO ADULT PROBATION DEPARTMENT BUDGET SUMMARY BY PROGRAM		
Grantee: Westside Community Services		
Grant Term: 5/1/2022-6/30/2024		
Program: Minna Project		
(Check One): New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Modification <input type="checkbox"/>		
If modification, Effective Date of Mod. No. of Allocation: <u>5</u>		
	Allocation Three (12 Months) FIRST AMENDMENT 7/1/2023 - 6/30/2024	TOTAL
EXPENDITURES		
Salaries & Benefits	\$ 1,544,853	\$ 1,544,853
Operating Expense	\$ 558,476	\$ 558,476
Subtotal	\$ 2,103,329	\$ 2,103,329
Indirect Percentage (%)	16%	16%
Indirect Cost	\$ 336,533	\$ 336,532.66
Master Lease Cost/Rent	\$ 1,080,000	\$ 1,080,000
TOTAL EXPENDITURES	\$ 3,519,862	\$ 3,519,862
Prepared by: Victoria Westbrook Date: 5/26/2023		
Approved by APD CFO: Taras Madison		

Such section is hereby deleted and replaced in its entirety to read as follows (new text in bold):

Appendix B-2—Calculation of Charges

The Grantee's total compensation under this Agreement is detailed below, inclusive of all eligible costs and expenses required to complete all work specified in Appendix A. In no event shall the total costs under this Agreement exceed the amount set forth in Section 5 of this Agreement and detailed below. The term "Eligible Expenses" shall mean expenses incurred and paid by Grantee during the term of this Agreement in implementing the terms of the Grant Plan.

All Eligible Expenses must be:

- Paid by Grantee prior to the submission of the applicable Reimbursement Request
- Direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees
- Operating (as opposed to capital) expenses
- Within the scope of the applicable Budget line item
- Directly related to activities performed within the physical boundaries of the City and County of San Francisco

All Eligible Expenses shall include:

8. Net salaries and wages
9. Rent or related fees for equipment, performance or meeting halls or studios
10. Telephone charges, stationery and office and program supplies
11. Depreciation and/or capital expenses, which must follow the guidelines set forth by the Office of the Controller. More information here:
 - <https://sfcontroller.org/sites/default/files/Documents/Auditing/Guidelines%20for%20Cost%20Categorization%20in%20Nonprofit%20Contracts%20and%20Grants%20Version%201.2.pdf>
12. Advertising and publicity costs
13. Client food, supplies, and incentives
14. Travel expenses to a San Francisco County Jail facility to conduct assessments or other Program related activities. In the event that travel is required, SFAPD will reimburse the Grantee as per the federally approved standard mileage reimbursement rates. The rate per mile driven for business purposes will be based on the most current IRS rate. In no event shall the total amount per mileage exceed the total travel line item in Appendix B.

Eligible Expenses shall specifically exclude:

5. Personal or business-related costs or expenses related to meals, catering, transportation, lodging, fundraising or educational activities
6. Any costs or expenses which are prohibited under the terms and conditions of any federal or state grant should such funds ever supply all or any portion of the Grant Funds
7. Penalties, late charges or interest on any late payments; or

8. Taxes or other amounts withheld from wages or salaries which have not actually been paid by Grantee during the term of this Agreement or which relate to periods before or after the term of this Agreement

Gift Card Tracking and Submission Requirements (if applicable)

Grantee is responsible to track the purchase and distribution of gift cards at all times. The City's Program Manager will provide a gift card/voucher tracking log(s), and track the following information:

10. Date Gift Card/Voucher was issued
11. # of Gift Cards distributed to the client on that date
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13. Dollar Amount of Gift Card/Voucher
14. Participant SF#
15. Participant Name (printed)
16. Participant Signature
17. Justification/Reason for providing the client with the Gift Card/Voucher
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Grantee shall review and comply with the following SFAPD policies regarding requirements on submitting supporting documentation with each cost reimbursement requests. More information on the requirements for submitting supporting documentation with cost reimbursement requests may be found at the link below and are incorporated by this reference as if fully set forth herein:

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If a Program fee will be required of Participants, Grantee is required to let SFAPD know what the fees are, and how they will be used. If Grantee does not provide this information, SFAPD may consider withholding reimbursement payments until there is fee clarification.

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 945 Bryant Street
 San Francisco, CA 94103
Email: apd-finance@sfgov.org

Invoices will be processed and payments made by City to the Grantee within 30 days after the City has received Grantee's cost reimbursement request, provided that:

4. The City has accepted as satisfactory, in the City's sole and absolute discretion, the services rendered by the Grantee to the City in accordance with this Contract;
5. A monthly status report of services provided (number of classes or number of parent child visits facilitated) has been provided to the City by the Grantee as part of the Grantee's payment request each month;
6. Insurance documentation is current in accordance with Section 10 of this Agreement.

In the event the City requests corrections to the cost reimbursement invoice, or for additional information needed to accept the cost reimbursement invoice as satisfactory, the date on which the additional information is received will mark a "new cost reimbursement submission date," and payments will be made by City to the Grantee within 30 days of the new cost reimbursement submission date.

Budget:

	Allocation One (2-months)	Allocation Two (12-months)	Allocation Three (12 Months) FIRST AMENDMENT	Allocation Four (12 Months)	Allocation Five (12 Months)	Allocation Five (10 Months)	TOTAL
	5/1/2022-6/30/2022	7/1/2022-6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2026 - 4/30/2027	
EXPENDITURES							
Salaries & Benefits	\$ 207,968	\$ 1,253,568	\$ 1,518,097	\$ 1,518,097	\$ 1,518,097	\$ 1,265,080.83	\$ 7,280,908
Operating Expense	\$ 104,386	\$ 620,553	\$ 569,119	\$ 569,119	\$ 569,119	\$ 474,265.83	\$ 2,906,562
Subtotal	\$ 312,354	\$ 1,874,121	\$ 2,087,216	\$ 2,087,216	\$ 2,087,216	\$ 1,739,346.67	\$ 10,187,469
Indirect Percentage (%)	16%	16%	16%	16%	16%	16%	16%
Indirect Cost	\$ 49,977	\$ 299,859	\$ 333,955	\$ 333,955	\$ 333,955	\$ 278,295.00	\$ 1,629,995
Master Lease Cost/Rent	\$ 72,000	\$ 1,080,000	\$ 1,137,176	\$ 1,137,176	\$ 1,137,176	\$ 947,646.00	\$ 5,511,174
TOTAL EXPENDITURES	\$ 434,330	\$ 3,253,980	\$ 3,558,347	\$ 3,558,347	\$ 3,558,347	\$ 2,965,288	\$ 17,328,638
				\$ 355,834.00	\$ 355,834.00	\$ 296,528.00	\$ 18,336,834
				(+10% contingency)	(+10% contingency)	(+10% contingency)	

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
ADULT PROBATION DEPARTMENT

GRANTEE:
WESTSIDE COMMUNITY MENTAL
HEALTH CENTER

By: _____
Cristel Tullock
Chief Probation Officer

By: _____
Print Name: Dr. Mary Ann Jones

Title: Chief Executive Officer

Approved as to Form:

Federal Tax ID #: 941164909

David Chiu
City Attorney

City Vendor Number: 0000008254

By: _____
Jana Clark
Deputy City Attorney