

**CITY AND COUNTY OF SAN FRANCISCO**

**FIRST AMENDMENT TO THE GRANT AGREEMENT**

*BETWEEN*

CITY AND COUNTY OF  
SAN FRANCISCO

*AND*

**INSTITUTE ON AGING**

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This **AMENDMENT** of the, **July 1, 2019** Grant Agreement (the "Agreement") is dated as of **November 1, 2019** and is made in the City and County of San Francisco, State of California, by and between **Institute on Aging, 3575 Geary Boulevard San Francisco, CA 94118** ("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 #816 in October of 2018 and this modification is consistent therewith; and

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 increase the contract amount, to update the scope of services, and to add an additional budget, 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, 2019** between Grantee and City.

**b. Contract Monitoring Division. 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 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 Nine Hundred Four Thousand Three Hundred Six Dollars (\$8,904,306)** for the period **from July 1, 2019 to June 30, 2021, plus any contingent amount authorized by City and certified as available by the Controller.**

**Contingent amount:** Up to **Eight Hundred Ninety Thousand Four Hundred Thirty Dollars (\$890,430)** for the period from **July 1, 2020 to June 30, 2021 (Y2)**, **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 Seven Hundred Ninety-Four Thousand Seven Hundred Thirty-Six Dollars (\$9,794,736)** for the period from **July 1, 2019 to June 30, 2021 (Y1-Y2).**

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 **Nine Million Six Hundred Four Thousand Three Hundred Six Dollars (\$9,604,306)** for the period **from July 1, 2019 to June 30, 2021, plus any contingent amount authorized by City and certified as available by the Controller.**

**Contingent amount:** Up to **Nine Hundred Sixty Thousand Four Hundred Thirty Dollars (\$960,430)** for the period from **July 1, 2020 to June 30, 2021 (Y2)**, **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 **Ten Million Five Hundred Sixty-Four Thousand Seven Hundred Thirty-Six Dollars (\$10,564,736)** for the period from **July 1, 2019 to June 30, 2021 (Y1-Y2)**.

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 & B1, and is not available to Grantee without a written revision to the Program Budgets of Appendix B & B1 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.

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

Such section is hereby superseded by **Appendix A1**, pp. **1-9**, 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. **1-5** of the Aforesaid Agreement displays the original total amount of **\$8,904,306**.

Such section is hereby amended to include the addition of Appendix B1, Calculation of Charges, pp. **1-4**, in the amount of **\$700,000** for the additional services included in this Modification Agreement for an increased total budget amount of **\$9,604,306**.

- (d) **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.

- (e) **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.

- (f) **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.

- (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 A1, Services to be Provided
- Appendix B, CLF Budget
- Appendix B1, PG Housing Fund Budget
- Appendix C, Method of Payment
- Appendix D, Interests in Other City Grants
- Appendix E, Permitted Subgrantees
- Appendix F, HIPPA Business Associate Addendum
- Appendix G, Federal Award Information for Subrecipients
- Appendix H, Federal Requirements for Subrecipients

**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:**  
\_\_\_\_\_  
**INSTITUTE ON AGING**

Recommended by:

\_\_\_\_\_  
Trent Rhorer Date  
Executive Director  
Human Services Agency

\_\_\_\_\_  
Name: J. Thomas Briody Date  
Title: President & Chief Executive Officer  
Address: 3575 Geary Boulevard  
City, State ZIP: San Francisco, CA 94118

Phone: (415) 750-4100

Federal Tax ID #: 94-2978977  
City Vendor Number: 0000018304  
DUNS Number : 825965486

**Approved as to Form:**

By:

\_\_\_\_\_  
**David Ries** Date  
Deputy City Attorney