

CITY AND COUNTY OF SAN FRANCISCO

FIRST AMENDMENT TO THE GRANT AGREEMENT

BETWEEN

CITY AND COUNTY OF
SAN FRANCISCO

AND

SAN FRANCISCO-MARIN FOOD BANK

This **AMENDMENT** of the, **JULY 1, 2020** Grant Agreement (the "Agreement") is dated as of **MARCH 16, 2021** 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 procured as required through a sole source waiver issued on 2/1/21 and this modification is consistent therewith; and

WHEREAS, the City's Board of Supervisors approved this Amendment by RESOLUTION NUMBER 121-21 on March 26, 2021;

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 term, increase the grant amount, and update standard contractual clauses** 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, 2020** 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 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, 2020** and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on **March 15, 2021**.

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, 2020** and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on **December 31, 2021**.

(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 **Nine Million Dollars (\$9,000,000)** for the period **from July 1, 2020 to March 15, 2021, plus any contingent amount authorized by City and certified as available by the Controller.**

Contingent amount: Up to **Nine Hundred Thousand Dollars (\$900,000)** for the period from **July 1, 2020 to March 15, 2021, 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, Nine Hundred Thousand Dollars (\$9,900,000)** for the period from **July 1, 2020 to March 15, 2021.**

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 **Fourteen Million, Eight Hundred Fifty One Thousand, Eight Hundred Twenty Five Dollars (\$14,851,825)** for the period from **July 1, 2020 to December 31, 2021, plus any contingent amount authorized by City and certified as available by the Controller.**

Contingent amount: Up to **Six Hundred Seventy Five Thousand Dollars (\$675,000)** for the period from **July 1, 2020 to December 31, 2021, 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 **Fifteen Million, Five Hundred Twenty Six Thousand, Eight Hundred Twenty Five Dollars (\$15,526,825)** for the period from **July 1, 2020 to December 31, 2021.**

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, attached to this Modification Agreement, which displays the additional services to be provided under this Modification Agreement.

- (d) **Appendix B-1.** Appendix B-1 Calculation of Charges, is hereby added in its entirety in the amount of **\$7,425,000**, which displays the budget for the additional services included in this Modification Agreement.

- (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, Budget – 7/1/20-3/15/21
Appendix B-1, Budget – 3/16/21-12/31/21
Appendix C, Method of Payment
Appendix D, Permitted Subcontractors
Appendix E, FEMA Contract Requirements
Appendix F, Local Emergency Declaration
Appendix G, COVID-19 Essential Service Contract Health Benefits Addendum
Appendix H, Fourteenth Supplement To Mayoral Proclamation

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:
Trent Rhorer 4/26/2021
By: 9753A8870BB74EE...
Trent Rhorer Date
Executive Director
Human Services Agency

GRANTEE:
SAN FRANCISCO-MARIN FOOD BANK

DocuSigned by:
Tanis Crosby 4/15/2021
By: DAEAC2DB97404DA
Date

Tanis Crosby
Executive Director
900 Pennsylvania Avenue
San Francisco, CA 94107
Phone: 415-282-1900 ext. 229

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

Approved as to Form:

David K. Ries
City Attorney

DocuSigned by:
David K. Ries 4/26/2021
By: EFF4B8C5BE4244A...
Deputy City Attorney

Appendix A-1 – Services to be Provided

SAN FRANCISCO-MARIN FOOD BANK

COVID-19 Food Assistance Program
Effective 07/01/2020 – 12/31/2021

I. Purpose

In response to the Nationwide Emergency Declaration on March 13, 2020 for Coronavirus Disease 2019 (COVID-19), and the recognition that feeding support may be necessary to save lives and protect health and safety during this public health emergency, this grant will provide supplemental groceries to San Francisco residents affected by COVID-19. The grant includes:

1. Reducing the spread of COVID-19 by providing home-delivered groceries to COVID-vulnerable individuals in need of additional food resources to remain sheltering in place.
2. Supplementing the food budgets of individuals economically affected by COVID-19 by providing pop-up pantries, and ensuring access to healthy supplemental food sources.

II. Definitions

Grantee	San Francisco-Marin Food Bank
CARBON	Contracts Administration, Reporting, and Billing On-line System
COVID Command Center (CCC)	The City's response to the COVID-19 pandemic, with the purpose of ensuring the health and safety of COVID-vulnerable populations and essential workers, reducing COVID transmission throughout San Francisco, responding to medical surge, prioritizing equity, and representing community needs through response planning and implementation, maintaining strategic public education campaigns highlighting data, response, operations, public expectations and requirements, and coordinating with citywide re-opening and recovery initiatives.
COVID-19	A disease caused by the coronavirus SARS-CoV-2. The symptoms of COVID-19 include cough, fever, and shortness of breath. Doctors and researchers continue to learn more about the disease, so information about symptoms, prevention, and treatment may change as more data becomes available.

COVID-vulnerable	<p>A person who is more likely than others to become severely ill from COVID-19, which means that they may require hospitalization, intensive care, or a ventilator to help them breathe, or they may even die. This includes older adults, age 65 and over, and people with certain underlying medical conditions.</p> <p>https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-at-increased-risk.html?CDC_AA_refVal=https%3A%2F%2Fwww.cdc.gov%2Fcoronavirus%2F2019-ncov%2Fneed-extra-precautions%2Fpeople-at-higher-risk.html</p>
CRFC	<p>California Retail Food Code establishes uniform health and sanitation standards for retail food facilities for regulation by the State Department of Public Health, and requires local health agencies to enforce these provisions.</p>
Disability	<p>Mental, cognitive and/or physical impairments, including hearing and visual impairments, that result in substantial functional limitations in one (1) or more of the following areas of major life activity: self-care, receptive and expressive language, learning, mobility, and self-direction, capacity for independent living, economic self-sufficiency, cognitive functioning, and emotional adjustment.</p>
Frail	<p>An individual determined to be functionally impaired in one or both of the following areas: (a) unable to perform two or more activities of daily living (such as bathing, toileting, dressing, eating, and transferring) without substantial human assistance, including verbal reminding, physical cueing or supervision; (b) due to a cognitive or other mental impairment, requires substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individuals or others.</p>
LGBTQ+	<p>An acronym/term used to refer to persons who self-identify as non-heterosexual and/or whose gender identity does not correspond to their birth sex. This includes, but is not limited to, lesbian, gay, bisexual, transgender, genderqueer, and gender non-binary.</p>
Low-Income	<p>At or below 100% of federal poverty level. 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.</p>
Minority	<p>An ethnic person of color who is any of the following: a) Black – a person having origins in any of the Black racial groups of Africa, b) Hispanic – a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin regardless of race, c) Asian/Pacific Islander – a person whose origins are from India, Pakistan or Bangladesh, Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, or the United States Territories of the Pacific including the Northern Marianas, d) American Indian/Alaskan Native – an American Indian, Eskimo, Aleut, or Native Hawaiian. Source: California Code of Regulation Sec. 7130.</p>

OCM	Office of Contract Management, San Francisco Human Services Agency
Pantry at Home	A temporary grocery delivery program provided by the San Francisco-Marin Food Bank to COVID-vulnerable individuals in need of additional food resources to remain sheltering in place to prevent the spread of COVID-19.
Pop-up Pantry	A temporary food distribution site run by the San Francisco-Marin Food Bank that distributes grocery bags directly to those in need of food assistance because of COVID-19.
SF-HSA	Human Services Agency of the City and County of San Francisco
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>).
Unduplicated Consumer (UDC)	An individual who receives groceries provided by the Grantee, and who is enrolled in the Grantee's data system for the program.

III. Target Population

The target population is individuals living in the City and County of San Francisco who are in need of supplemental food support.

Grantee shall additionally target services to members of one or more of the following groups identified as demonstrating the greatest economic and social need:

- COVID-vulnerable populations
- Populations sheltering in place
- Populations most at risk for COVID-19
- Populations economically impacted by COVID-19
- Low Income
- Limited or no English speaking proficiency
- Minority populations
- Frail
- LGBTQ+

IV. Eligibility for Services

1. Pop-up Pantry: a person who is a resident of San Francisco.

2. Pantry at Home Program: a person who is a resident of San Francisco and meets at least one of the following criteria:
 - Is 65 years or older
 - Has an underlying health condition that puts them at greater risk for complications from COVID-19
 - Has difficulty attending a food pantry due to a physical or cognitive disability

V. Location and Time of Services

The grantee will provide supplemental groceries in the City and County of San Francisco; service and delivery times are determined by the Grantee with approval by CCC.

VI. Description of Services and Program Requirements

1. Grantee will develop and maintain policies and procedures for the operation of all programs in this grant.
2. Grantee shall provide, at minimum, the annual number of grocery bags to the target population, as indicated in Table A below. The provision of grocery bags will include the following:
 - i. Grantee will establish pop-up pantries in areas that optimally target large populations of individuals affected by COVID-19. The sites are located in the various neighborhoods and/or districts as indicated in the CCC approved site chart.
 - ii. Grantee will maintain a Pantry at Home program for individuals determined eligible by the grantee.
3. Grantee will ensure that the procurement of food and the packing and distribution of grocery bags meet the state and local food safety and sanitation requirements, and the standards described in the most recent California Retail Food Code (CRFC).
4. Grantee shall meet, at minimum, the grocery standards as outlined below:
 - i. Grocery bags shall at minimum include sufficient supplies for seven (7) meals for a single person household, include a protein, a grain product and fresh produce, and shall be 18-28 pounds of food. The grocery bags shall feature fresh and seasonal produce, such as: oranges, potatoes, onions, carrots, broccoli, cauliflower, cabbage, eggplant, squash, lettuce, melons, apples, pears, kiwi, peaches, plums, and nectarines. The grocery bags will also include protein (such as eggs, poultry, nut butter, tuna, and dried beans) and grains (such as bread, pasta, rice, and oatmeal). Other fresh, frozen, canned, and dry goods will be added when availability allows, including dairy (such as yogurt or cottage cheese).
 - ii. Grantee will have quality control policy and procedures in place to ensure that groceries distributed are of high quality and fall within code extension dates.

- iii. Grantee will outreach to food suppliers to increase donations of culturally appropriate foods in its general food supply. When available, Grantee will ensure culturally appropriate foods are provided to target populations.
- 5. Grantee will have on file a current agreement with partner agencies and pop-up pantry locations.
- 6. Grantee will administer a consumer satisfaction survey using a survey tool approved by HSA/CCC. The survey results will be shared with HSA/CCC by March 15th or on a mutually agreed upon date between CCC and the Grantee.
- 7. 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 consumers.

VII. Service Objectives

- 1. On an annual basis, Grantee will at minimum provide the units of service detailed in Table A below:

Table A 7/1/20-12/31/21	# Unduplicated Consumers	# Grocery Bags
Pop-Up Pantries	13,000	854,619
Pantry at Home	7,000	366,265
Total	20,000	1,220,884

VIII. Outcome Objectives

- 1. Clients rate the quality of groceries as excellent or good. Target: 80%
- 2. Clients are able to shelter in place during COVID-19 more easily because of the groceries they receive. Target: 80%
- 3. Clients feel less worried about getting enough food to meet their needs. Target: 80%

IX. Reporting Requirements

- 1. Grantee will enroll eligible consumers into the program funded through this grant agreement in grantee’s data system, when applicable. Grantee will document

enrollment eligibility and services provided. Grantee will provide client level demographic reports to HSA/CCC, as requested.

2. Grantee will share with CCC on a monthly basis:
 - Number of grocery bags distributed at pop-up pantries
 - Number of unduplicated consumers served at pop-up pantries
 - Number of grocery bags delivered through Pantry at Home program
 - Number of unduplicated consumers served through Pantry at Home program
3. Grantee will enter monthly reports and metrics into the CARBON database system by the 15th of the following month that includes the following information:
 - Number of unduplicated consumers
 - Number of grocery bags distributed
4. Grantee will enter the annual outcome objective metrics identified in Section VIII of the Appendix A in the CARBON database by the 15th of the month following the end of the program year.
5. Grantee shall issue a Fiscal Closeout Report at the end of the fiscal year. The report is due to HSA no later than July 31 each grant year. This report must be submitted to the CARBON system.
6. Grantee shall develop and deliver ad hoc reports as requested by HSA/CCC.
7. Grantee program staff will complete a data security awareness training on an annual basis; Grantee will maintain evidence of staff completion of this training.
8. Grantee shall be compliant with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) privacy and security rules to the extent applicable.
9. Grantee shall develop a transition plan for the Pantry at Home and Pop-up Pantry programs in the event that it is no longer necessary to provide services to individuals as a result of the COVID-19 pandemic.
10. Grantee will develop a grievance policy with approval from HSA/CCC.
11. Grantee will assure that services delivered are consistent with professional standards for this service.
12. For assistance with reporting requirements or submission of reports, contact:

Rocio.Duenas@sfgov.org
Contract Manager, Office of Contract Management

or

Fanny.Lapitan@sfgov.org
Program Manager, Office of Community Partnerships

X. Monitoring Activities

1. **Program Monitoring:** Program monitoring will include review of compliance to specific program standards or requirements; client eligibility and targeted mandates, back up documentation for the units of service and all reporting, and progress of service and outcome objectives; how participant records are collected and maintained; maintenance of service unit logs; agency and organization standards, which include current organizational chart, evidence of provision of training to staff regarding the Elder Abuse Reporting; evidence of provision of the Security Awareness training to staff; program operation, which includes a review of a written policies and procedures manual of all CCC-funded programs, written project income policies if applicable, grievance procedure posted in the center/office, and also given to the consumers who are homebound, hours of operation are current according to the site chart; a board of directors list and whether services are provided appropriately according to Sections VI and VII, the log of service units which are based on the hours of scheduled activities; documentation that shows reported units of service are based on scheduled activities at the site, not activities that are always available at the facility such as cards or pool; translation and social services are based on staff hours.

2. **Fiscal Compliance and Contract Monitoring:** Fiscal monitoring will include review of the Grantee's organizational budget, 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 the Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, MOUs, the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

Appendix B-1
Calculation of Charges

SAN FRANCISCO-MARIN FOOD BANK
COVID-19 Food Assistance Program
Effective 3/16/2021 – 12/31/2021

- I.** Grantee shall submit invoices on a monthly basis. Invoices shall document the number of meals provided as outlined in Appendix A-1, and any additional work performed under the scope of this contract.
- II.** Invoice Payments: Compensation shall be based on invoice payment amounts of \$13.90 per meal for up to 485,610 grocery bags.

	Total # of Meals	Bag Rate	Total	Contingency	Not to Exceed
3/16/2021-06/30/2021	251,798	\$13.90	\$3,500,000	\$350,000	\$3,850,000
7/1/2021 – 12/31/21	233,812	\$13.90	\$3,250,000	\$325,000	\$3,575,000
Totals	485,610		\$6,750,000	\$675,000	\$7,425,000

- III.** The total contract amount is \$6,750,000 plus a contingent amount of \$675,000 for a total not to exceed amount of \$7,425,000 for the term 3/16/2021-12/31/2021.
- IV.** Invoices submitted for payment will include status reports detailing the executed work, location, and number of meals provided. Program Manager verification and approval of the work detailed in the status reports and the invoices is required for payment.
- V.** A final closing invoice, clearly marked “FINAL,” shall be submitted no later than thirty (30) calendar days following the closing date of the Agreement, and shall include only those Services rendered during the referenced period of performance. City’s final reimbursement to the Contractor at the close of the Agreement period shall not exceed the total amount authorized and certified for this Agreement.