

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

Second Amendment

THIS AMENDMENT (this “Amendment”) is made as of January 1, 2022, in San Francisco, California, by and between Chinese Hospital Association (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to extend the term of the Agreement and increase the Maximum Not To Exceed Amount to \$19,000,000; and

WHEREAS, approval for this Agreement under S.F. Charter Section 9.118 was obtained when the Board of Supervisors approved Resolution No. _____ on _____; and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 42999 – 20/21 on December 6, 2021; and

NOW, THEREFORE, Contractor and the City agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated December 1, 2020 between Contractor and City, as amended by the:

First Amendment, dated June 4, 2021

1.2 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

Article 2 Modifications to the Agreement.

The Agreement is hereby modified as follows:

2.1 **Term.** Section 2.1 Term, of the Agreement currently reads as follows:

The term of this Agreement shall commence on December 1, 2020 and expire on December 31, 2021, unless earlier terminated as otherwise provided herein. The Agreement may be extended upon mutual written consent of the parties.

Such section is hereby amended in its entirety to read as follows:

2.1 Term. The term of this Agreement shall commence on December 1, 2020 and expire on December 31, 2022, unless earlier terminated as otherwise provided herein. The Agreement may be extended upon mutual written consent of the parties.

2.2 Compensation. Section 3.3 Compensation, of the Agreement currently reads as follows

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **\$9,500,000 (nine million five hundred thousand dollars and no cents)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

Such section is hereby amended in its entirety to read as follows:

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **\$19,000,000 (nineteen million dollars and no cents)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

2.3 Appendix B-1. Appendix B-1 Calculation of Charges is hereby replaced in its entirety by Appendix B-1, dated January 1, 2022.

Article 3 Effective Date

Each of the modifications set forth in Section 2 shall be effective on and after January 1, 2022.

Article 4 Legal Effect

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:

Grant Colfax, MD
Director of Health
Department of Public Health

CONTRACTOR

Chinese Hospital Association

DocuSigned by:
Jian Zhang 12/20/2021 | 8:03 PM PST

Jian Zhang
Chief Executive Officer
845 Jackson Street
San Francisco, CA94133

City Supplier number: 0000022940

Approved as to Form:

David Chiu
City Attorney

By: _____
Louise Simpson
Deputy City Attorney

Approved:

Sailja Kurella
Acting Director of the Office of Contract
Administration, and Purchaser

By: _____

Attached Appendices:

Appendix B-1 Calculation of Charges

Appendix B-1
Calculation of Charges
(Budget)
Emergency Transfer of Patients in Support of COVID-19 Emergency

Effective January 1, 2022

<u>Item</u> <u>Unit of service =</u> <u>One Item</u>	<u># of Beds</u>	<u>Type of Patients</u>	<u>Guaranty Payment</u> <u>Per Month</u>
1	1-13 Beds (2 nd Floor)	SNF/Custodial Patients	\$533,813
2	14-18 Beds (2 nd Floor)	SNF/Custodial Patients	\$739,125
3	19-23 Beds (2 nd Floor)	SNF/Custodial Patients	\$944,438
Initial Term YTD Expenditures as of (6/2021)			\$4,374,701
Amendment #1 (7/1/2021 – 12/31/2021) Not to Exceed Amount			\$5,125,299
Amendment # 2 (1/1/2022 – 12/31/2022) Not to Exceed Amount			\$9,500,000