

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

**First Amendment**

THIS AMENDMENT (this “Amendment”) is made as of **December 1, 2023**, 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 modify the Agreement on the terms and conditions set forth herein to extend the contract duration and increase contract amount; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through competitive solicitation, Sourcing Event ID 0000006964 dated May 5,2022 and this modification is consistent therewith; and

WHEREAS, approval for the original Agreement was obtained on September 19,2022 from the Civil Service Commission under PSC number 43506-21/22 in the amount of \$15,000,000 for the period commencing October 1,2022 and ending June 30,2026; and

WHEREAS, approval for this Amendment was obtained from the Civil Service Commission under PSC number 43506-21/22 in the amount of \$24,500,000 for the period commencing October 1,2022 and ending June 30,2026; and

WHEREAS, the City’s Board of Supervisors approved this Agreement by \_\_\_\_\_ on \_\_\_\_\_.

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 1,2022 between Contractor and City, as amended by the:

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 of Scope to the Agreement

The Agreement is hereby modified as follows:

2.1 **Term.** Section 2 Term of the Agreement currently reads as follows:

2.1 Term. The term of this Agreement shall commence on December 1, 2022 and expire on November 30, 2023, unless earlier terminated as otherwise provided herein.

2.2 Options to Extend. The City has Eight options to renew the Agreement for a period of one year each. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

**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, 2022 and expire on November 30, 2024, unless earlier terminated as otherwise provided herein

2.2 Options to Extend. The City has Seven options to renew the Agreement for a period of one year each. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

2.2 **Compensation** Section **3.3 Compensation** of the Agreement currently reads as follows:

3.3 Compensation. 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 **Nine Million Eight Hundred Ninety-One Thousand Eight Hundred Forty Dollars (\$9,891,840.00)**. 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 Compensation. 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 **Eighteen Million Eight Hundred Fifty-One Thousand Eight Hundred Forty Dollars (\$18,851,840.00)**. 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.** Appendix B Calculation of Charges is hereby replaced in its entirety by Appendix B-dated December 1,2023, attached to this Amendment and fully incorporated within the Agreement.

2.4 **Appendix B-1.** Appendix B-1, Budget Summary is hereby replaced in its entirety by Appendix B-1, dated December 1,2023 attached to this Amendment and fully incorporated within the Agreement.

### **Article 3      Effective Date**

Each of the modifications set forth in Article 2 shall be effective on and after December 1,2023.

### **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**

**CONTRACTOR**

Recommended by:

**Chinese Hospital Association**

\_\_\_\_\_  
Grant Colfax, MD  
Director of Health  
Department of Public Health

DocuSigned by:  
*Jian Zhang* 11/03/2023 | 5:33 PM PDT  
08BE0D1EE0AC4DF...  
**Jian Zhang, DNP**  
Chief Executive Officer  
845 Jackson Street  
San Francisco, CA 94133

City Supplier Number: 0000022940

Approved as to Form:

David Chiu  
City Attorney

By: \_\_\_\_\_  
Louise S. Simpson  
Deputy City Attorney

Approved:

\_\_\_\_\_  
Sailaja Kurella  
Director of the Office of Contract Administration,  
and Purchaser

**Appendix B  
Calculation of Charges  
December 1,2023**

**1. Method of Payment**

A. Contractor shall submit monthly invoices by the fifteenth (15th) working day of each month, in the format attached in Appendix F, based upon the number of units of service that were delivered in the immediately preceding month. All deliverables associated with the Services listed in Section 2 of Appendix A, times the unit rate as shown in the Program Budgets listed in Section 2 of Appendix B shall be reported on the invoice(s) each month.

**2. Program Budgets and Final Invoice**

A. Program Budgets are listed below and are attached hereto.

Appendix B-1: Budget summary -Subacute Skilled Nursing and Skilled Nursing Facility Beds for Hospital Overflow or Emergency Needs FY2022-2024

B. Contractor understands that, of the maximum dollar obligation listed in section 3.3.1 of this Agreement, **\$960,000** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

D. A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of the Agreement, and shall include only those Services rendered during the referenced period of performance. If Services are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to City. City's final reimbursement to the Contractor at the close of the Agreement period shall be adjusted to conform to actual units certified multiplied by the unit rates identified in the Program Budgets attached hereto, and shall not exceed the total amount authorized and certified for this Agreement.

**3.** No invoices for Services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

<b>Appendix B-1</b>			
<b>Budget Summary Subacute Skilled Nursing and Skilled Nursing Facility Beds for Hospital overflow or Emergency Needs FY 2022-2024.</b>			
<b>Date December 1,2023</b>			
	<b>Services</b>	<b>Contract Rate/Bed/Day</b>	<b>Contract Rate (Year 1 for 23 bed)</b>
8 Months	SNF Bed- Before state License	1,350.00	\$7,452,000.00
4 Months	SNF Bed - After State License	500.00	\$1,380,000.00
<b>Sub Total</b>			<b>\$8,832,000.00</b>
<b>RPB#1 Use of contingency funds for existing services</b>			\$1,059,840.00
<b>Amendment #1</b>			\$8,000,000.00
<b>Grand Total</b>			<b>\$17,891,840.00</b>
<b>Contingency 12% on Amendment #1</b>			\$960,000.00
<b>Not to Exceed Amount</b>			<b>\$18,851,840 00</b>

If there is a delay beyond Month 8 in receiving the CDPH & CMS Certification, the Contractor will continue to be paid at the higher Contract Rate/Bed/Day amount.

If CDPH & CMS Certification is received, the rate /bed/day will be reduced to \$500.