

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

**First Amendment**

THIS AMENDMENT (this “Amendment”) is made as of **June 15, 2022** in San Francisco, California, by and between **Health Services Advisory Group, Inc.** (“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 procure additional consulting services and increase the contract amount; and

WHEREAS, this Agreement is an emergency contract awarded pursuant to procedures applicable under San Francisco Administrative Code Section 21.15; and

WHEREAS, approval for the original Agreement was obtained on March 8, 2018 from the Civil Service Commission under PSC number 49607 – 15/16 in the amount of \$17,000,000 for the period of five years; 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 May 9, 2022 between Contractor and City.

**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:

2.10 **Calculation of Charges.** *Section 3.3.1 Calculation of Charges of the Agreement currently reads as follows:*

3.3.1 **Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or 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 goods and/or Services identified in the invoice that the City, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed ONE MILLION SEVEN HUNDRED SEVENTY-EIGHT THOUSAND TWO HUNDRED FORTY-SEVEN DOLLARS (\$1,778,247) The breakdown of charges associated with this Agreement appears in Appendix B, “Calculation of Charges.” 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. City will not honor minimum service order charges for any services covered by this Agreement.

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

**3.3.1 Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or 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 goods and/or Services identified in the invoice that the City, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed SIX MILLION NINE HUNDRED EIGHTY NINE THOUSAND FIVE HUNDRED SIXTY FOUR THOUSAND DOLLARS (\$6,989,564) The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." 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. City will not honor minimum service order charges for any services covered by this Agreement.

**2.11 Attachment 1 to Appendix A-1.** Attachment 1 to Appendix A-1, dated 6/15/2022 is attached to this Amendment and fully incorporated within the Agreement.

**2.12 Appendix B.** Appendix B is hereby replaced in its entirety by Appendix B, dated 6/15/2022, and attached to this Amendment and fully incorporated within the Agreement.

**2.13 Appendix B-1.** Appendix B-1 is hereby replaced in its entirety by Appendix B-1, dated 6/15/2022, and attached to this Amendment and fully incorporated within the Agreement.

**2.14 Appendix F.** Appendix F is hereby replaced in its entirety by Appendix F, dated 6/15/2022, and attached to this Amendment and fully incorporated within the Agreement.

**Article 3 Effective Date**

Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

**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:

DocuSigned by:  
*Greg Wagner* 06/21/2022 | 3:06 PM PDT  
28527524752949F

Grant Colfax, MD  
Director of Health  
Department of Public Health

Approved as to Form:

David Chiu  
City Attorney

CONTRACTOR

Health Services Advisory Group, Inc.

DocuSigned by:  
*Mary Ellen Dalton* 06/17/2022 | 9:40 AM EDT  
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Mary Ellen Dalton, PhD, MBA, RN  
President and Chief Executive Officer  
3133 E. Camelback Rd., Suite 140  
Phoenix, Arizona 85016

Supplier ID: 0000049228

By: DocuSigned by:  
*Louise Simpson* 06/17/2022 | 8:09 AM PDT  
BD54168A4C3B452...

**Louise S. Simpson**  
Deputy City Attorney

Approved:

Sailaja Kurella  
Director of the Office of Contract  
Administration and Purchaser

By: DocuSigned by:  
*Taraneh Moayed* 06/24/2022 | 7:11 PM PDT  
9AEA44094D514E7...

Taraneh Moayed

**Attached Appendices:**

- Attachment 1 to Appendix A-1
- Appendix B
- Appendix B-1
- Appendix F

**Attachment 1 to Appendix A-1  
Nursing Home Administrator and  
Assistant Nursing Home Administrator Consultants**

**June 15, 2022**

1. Oversee daily operations in accordance with state and federal guidelines for those areas as identified on the Organizational Chart.
2. Create systematic strategy to prepare departments for survey readiness using the Critical Elements Pathways to support the Medicare certification process. Collect and maintain the accompanying documentation to provide evidence of compliance during the recertification process.
3. Provide department-based rounding, staff interviews, and documentation review to identify system vulnerabilities and present mitigation strategies.
4. Participate in pertinent committees and meetings including but not limited to resident council, QAPI and Infection Prevention.

**Appendix B  
Calculation of Charges**

**June 15, 2022**

**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: Laguna Honda Re-Application Project

B. Contractor understands that, of the maximum dollar obligation listed in section 3.3.1 of this Agreement, \$748,881 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 as specified in Section 3.7 Contract Amendments; Budgeting Revisions. 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.

**Appendix B-1  
Calculation of Charges  
Budget**

**Laguna Honda Re-Application Project  
June 15, 2022**

Staff Resources	Estimated Hours per Week	Hourly Rate (Effective June 1, 2022)	Estimated Budget
* One week preparation for On-site visit - 100 hours	One time only	\$ 325.00	\$32,500
On-Site (14 Weeks)			
Quality Improvement Specialists	9,180	\$ 325.00	\$2,983,500
Nursing Home Administrator and Assistant Nursing Home Administrator Consultants	3,672	\$ 400.00	\$1,468,800
Infection Preventionist	580	\$ 325.00	\$188,500
Discharge Transfer Coach	1,440	\$ 325.00	\$468,000
Senior Data Scientist	240	\$ 275.00	\$66,000
Project Coordinator	437	\$ 159.00	\$69,483
Travel (Hotel, Airfare, Transportation, and Per Diem)	Actual (Appendix G)		\$963,900
<b>Total Estimated Budget</b>			<b>\$6,240,683</b>
<b>Contingency</b>			<b>\$748,881</b>
<b>Total Not to Exceed Amount</b>			<b>\$6,989,564</b>

The above amounts are estimates and are subject to change depending on the needs of the City.

This agreement is awarded on an hourly basis. For services performed during the month of May 2022 the following rates shall apply: \$297.00 per hour for a Quality Improvement Specialist and \$150.00 per hour for a Project Coordinator. Effective June 1, 2022 the rates in the above table shall apply.

All hours worked shall be authorized by the City As the project progresses. The Coty and Contractor shall monitor the usage. If the City does not require the hours as estimated those hours shall not be used.

Travel expenses paid for the actual cost incurred and will require approval in advance by the City Program Administrator. Travel and lodging is estimated at a daily rate of \$900 per day, per staff member on site. Travel Expenses shall be billed according to Appendix G.

\* This includes a review of the Statement of Deficiencies, Plans of Correction, preparation of agendas and planning sessions, and other items as mutually agreed between the parties.

**Appendix F**  
**Invoice**  
**June 15, 2022**

Invoices shall be in a format acceptable to the Contract Administrator. HSAG shall invoice The City monthly documenting the hours and travel charges incurred under Appendix A-1. HSAG invoicing will include the items listed below in addition to the requirements listed in Section 3.3.4 of the Agreement.

1. Name;
2. Invoice Date;
3. Invoice Number;
4. Period of performance for work completed during the billing cycle;
5. Name, title, phone number and complete mailing address of responsible official to whom payment is to be sent;

Invoices shall be sent to the City at:

Laguna Honda Hospital  
375 Laguna Honda Boulevard  
San Francisco, CA 94116

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR  
FEE FOR SERVICE STATEMENT OF DELIVERABLES AND INVOICE**

**CONTRACTOR:** Health Services Advisory Group, Inc.  
**Address:** 3133 E. Camelback Rd., Suite 140  
Phoenix, Arizona 85016

**Control Number**  
\_\_\_\_\_

**Telephone:**  
**FAX:**

**Contract Purchase Order PO No.** \_\_\_\_\_

**Fund Source:** \_\_\_\_\_

**CONTRACT TERM:** 5/9/2022 - 12/31/2022

**Invoicing Period:** \_\_\_\_\_

**CONTRACT NAME:** Laguna Honda Re-Application Project

**Invoice Number:** \_\_\_\_\_

**PROGRAM EXHIBIT:** Appendix A-1 / B-1

Deliverables	Total contracted UOS (hours)	UOS Delivered THIS PERIOD	UNIT RATE Per Hour	AMOUNT DUE	UOS Delivered TO DATE	% OF TOTAL	Remaining Units to be Delivered
<b>May 2022 Rates</b>							
Quality Improvement Specialists			\$297.00				
Senior Data Scientist			\$275.00				
Project Coordinator			\$150.00				
<b>Rates Effective June 2022</b>							
Quality Improvement Specialists			\$325.00				
Senior Data Scientist			\$275.00				
Project Coordinator			\$159.00				
Nursing Home Administrator and Assistant Nursing Home Administrator Consultants			\$400.00				
Infection Preventionist			\$325.00				
Discharge Transfer Coach			\$325.00				
Expenses	Billed Actual (Appendix G)						
<b>TOTAL EXPENSES</b>					<b>NOTES:</b>  See Appendix B-1 for details		
<b>LESS: Initial Operational Cost Advance Recovery</b>							
<b>Other Adjustments:</b>							
<b>REIMBURSEMENT</b>							

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Send to: SFDPH/LHH 375 Laguna Honda Blvd. San Francisco, CA 94116 Attn: Nawz Z. Talai, MPH, CPHQ	SFDPH/LHH Authorization For Payment:  By: <u>Nawz Z. Talai, MPH, CPHQ</u> Date: _____
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