

**San Francisco Health Plan and
City and County of San Francisco
Community Supports Program
Services Agreement**

First Amendment

THIS AMENDMENT (this “Amendment”) is made as of May __, 2025, in San Francisco, California, by and between San Francisco Health Authority, a local governmental entity doing business as the San Francisco Health Plan (hereinafter referred to as “Health Plan” or “SFHP”), and the City and County of San Francisco, a municipal corporation (hereinafter referred to as “Community Supports Provider” or “City”), acting by and through its Executive Director of the Department on Disability and Aging Services.

Recitals

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

WHEREAS, City and SFHP desire to modify the Agreement on the terms and conditions set forth herein to clarify the maximum anticipated revenues/reimbursement coming to the City pursuant to Article 7 of the Agreement, increasing the total fiscal provisions of the Agreement; and

WHEREAS, this Amendment has been approved by the City’s Board of Supervisors under Resolution No. _____ approved on May __, 2025, in the amount listed below for the period commencing July 1, 2024, and ending June 30, 2025, with the option of up to three additional one-year term extensions through June 30, 2028.

Now, THEREFORE, the parties agree as follows:

1. **Agreement.** The term “Agreement” shall mean the Agreement titled “San Francisco Health Plan Community Supports Program Services Agreement” and dated July 1, 2024, between SFHP and City.
2. **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.
3. **Increase to Anticipated Revenue and Revenue Limit.** Section 7.1.a) of the Agreement, “Anticipated Revenue and Revenue Limit,” currently reads as follows:
 - a) **Anticipated Revenue and Revenue Limit.** SFHP and Community Supports Provider anticipate the total compensation to Community Supports Provider under this Agreement will be less than one million dollars (\$1,000,000). In no event will the total compensation to Community Supports Provider reach or exceed one million dollars (\$1,000,000) without a written amendment to this Agreement. Either Party may immediately terminate this Agreement without prior notice or compliance with other requirements listed in Article 2, above, if the total compensation amount reaches or exceeds the one million dollar not-to-exceed limit.

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

- a) **Anticipated Revenue and Revenue Limit.** SFHP and Community Supports Provider anticipate the total compensation to Community Supports Provider under this Agreement will not exceed six million, thirty-nine thousand, three hundred dollars (\$6,039,300). In no event will the total compensation to Community Supports Provider reach or exceed six million, thirty-nine thousand, three hundred dollars (\$6,039,300) without a written amendment to this Agreement as set forth in the Agreement and also in compliance with Section 9.118 of the San Francisco Charter. Either Party may immediately terminate this Agreement without prior notice or compliance with other requirements listed in Article 2, above, if the total compensation amount reaches or exceeds the listed not-to-exceed limit.
- 4. **Effective Date.** Each of the modifications set forth above shall be effective on and after the date of this Amendment.
- 5. **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

SAN FRANCISCO HEALTH PLAN

Kelly Dearman
Executive Director
Department of Disability and Aging
Services

Jenn Moore
Chief Financial Officer

Approved as to Form:

David Chiu
City Attorney

By: _____
Glenn M. Levy
Deputy City Attorney

