

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

First Amendment

THIS **FIRST** AMENDMENT (“Amendment”) is made as of December 1, 2025, in San Francisco, California, by and between **Priority Healthcare Distribution, Inc., doing business as CuraScript Specialty Distribution** (“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 with CuraScript Specialty Distribution to procure specialty drugs from Distributor with an effective date of December 1, 2023 for \$9,000,000 commencing on December 1, 2023 to November 30, 2026; and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein, as follows:

1. Correct an error in the Contractor’s name listed in the Original Agreement from CuraScript SD Specialty Distribution to CuraScript Specialty Distribution;
2. Extend the contract term by four years for a total contract duration of seven years from December 1, 2023 to November 30, 2030;
3. Increase the not-to-exceed amount by \$89,480,167.52 from \$9,000,000.00 to \$98,480,167.52;
4. Update standard contractual clauses; and

WHEREAS, Contractor was selected pursuant to San Francisco Administrative Code Section 21.5(d) pursuant to waiver OCAWVR0012223 granted by the Office of Contract Administration, and this Amendment is consistent with that waiver; and

WHEREAS, this Contract is deemed exempt from Chapter 14B of the San Francisco Administrative Code because this is a commodities Contract with an amount greater than \$10,000,000 and, as such, there is no Local Business Enterprise (“LBE”) subcontracting participation requirement for this Agreement; and

WHEREAS, this Amendment is consistent with an approval obtained from the City’s Board of Supervisors under [_____] approved on [_____] in the amount of \$98,480,167.52 for the period commencing December 1, 2023 and ending November 30, 2030; and

WHEREAS, this contract need was presented to the Health Commission on October 7, 2025; and

Now, THEREFORE, the parties 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, 2025 between Contractor and City, as amended by the:

Revision to Program Budget #1, dated July 22, 2023

1.2 **San Francisco Labor and Employment Code.** As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

1.3 **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 Contractor's name is incorrectly listed in the Agreement and is hereby corrected to **"Priority Healthcare Distribution, Inc., doing business as CuraScript Specialty Distribution"**, as certified by the City's Controller's Office and supported by official documentation. To the extent the Agreement refers to the Contractor's name in any place, the true meaning shall be "Priority Healthcare Distribution, Inc., doing business as CuraScript Specialty Distribution", which is the correct name; and

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

2.1 **Term.** The term of this Agreement shall commence on December 1, 2023 and expire on November 30, 2026 unless earlier terminated as otherwise provided herein.

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, 2023 and expire on **November 30, 2030**, unless earlier terminated as otherwise provided herein.

2.3 **Compensation.** Section 3.3.1 Calculation of Charges of the Original Agreement currently reads as follows:

3.3.1 **Calculation of Charges.** Distributor 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 identified in the invoice that the City, in its sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **NINE MILLION DOLLARS (\$9,000,000)** 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. 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. Distributor 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 identified in the invoice that the City, in its sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **NINETY-EIGHT MILLION FOUR HUNDRED EIGHTY THOUSAND ONE HUNDRED SIXTY-SEVEN DOLLARS AND FIFTY-TWO CENTS (\$98,480,167.52)** 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. City will not honor minimum service order charges for any services covered by this Agreement.

2.4 Appendix B-1 Budget. Appendix B-1 Budget dated December 1, 2023 is hereby replaced in its entirety by Appendix B-1 Budget dated December 1, 2025, attached to this Amendment and fully incorporated within the Agreement.

Article 3 Effective Date

Each of the modifications set forth in Articles 2 shall be effective on the last date signed below.

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.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY

Recommended by:

San Francisco Department of Public Health

Approved as to Form:

David Chiu
City Attorney

By: _____
Deputy City Attorney

Approved:

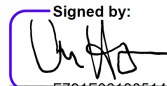
Office of Contract Administration

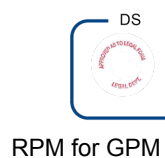
Attached Appendices:

Appendix B-1 Calculation of Charges dated December 1, 2025

CONTRACTOR

Priority Healthcare Distribution, Inc., d/b/a
CuraScript Specialty Distribution

Signed by:

F791F061305143B...
Randy Hyun President
City Supplier number: 0000022018
10/30/2025



Appendix B-1
Calculation of Charges
Dated 12/1/2025

Item	Year 1 12/1/23 - 11/30/24	Year 2 12/1/24 - 11/30/25	Year 3 12/1/25 - 11/30/26	Year 4 12/1/26 - 11/30/27	Year 5 12/1/27 - 11/30/28	Year 6 12/1/28 - 11/30/29	Year 7 12/1/29 - 11/30/30	Total
Original Agreement								
Annual Spend	\$ 2,678,571.00	\$ 2,678,571.00	\$ 2,678,572.00					\$ 8,035,714.00
Contingency								\$ 964,286.00
						Original Agreement subtotal		\$ 9,000,000.00
RPB # 1								
Annual Spend		\$ 964,286.00						\$ 964,286.00
Contingency								\$ (964,286.00)
							RPB#1 subtotal	\$ -
Amendment 1								
Annual Spend	\$ 2,641,313.00	\$ 37,259.00	\$ 7,610,337.00	\$ 12,941,011.00	\$ 15,375,978.00	\$ 18,344,364.00	\$ 21,978,459.00	\$ 78,928,721.00
Contingency								\$ 10,551,446.52
						First Amendment subtotal		\$ 89,480,167.52
Annual Subtotal	\$ 5,319,884.00	\$ 3,680,116.00	\$ 10,288,909.00	\$ 12,941,011.00	\$ 15,375,978.00	\$ 18,344,364.00	\$ 21,978,459.00	\$ 98,480,167.52
						Total Not to Exceed Amount		\$ 98,480,167.52