

**NINTH AMENDMENT TO THE AGREEMENT BETWEEN
CITY AND COUNTY OF SAN FRANCISCO,
SAN FRANCISCO HEALTH SERVICE SYSTEM
AND
P&A ADMINISTRATIVE SERVICES, INC.**

DECEMBER 9, 2024

[COBRA AND FLEXIBLE SPENDING ACCOUNT SERVICES]

**City and County of San Francisco
San Francisco Health Service System
1145 Market Street, Suite 300
San Francisco, California 94103**

Ninth Amendment

THIS NINTH AMENDMENT (“Amendment”) is made as of **December 9, 2024**, in San Francisco, California, by and between **P&A Administrative Services, Inc.** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the San Francisco Health Service System.

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 term of the Agreement and clarify and update Contractor on the City health plan offerings; and

WHEREAS, this Agreement was competitively procured through a Request for Proposal #HSS1402 (“RFP”) issued on March 14, 2014, in which City selected Contractor as the highest qualified scorer pursuant to the RFP; 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 March 1, 2015 between Contractor and City, as amended by the:

First Amendment, dated July 5, 2015,

Second Amendment, dated January 1, 2017,

Third Amendment, dated April 5, 2018,

Fourth Amendment, dated October 3, 2018,

Fifth Amendment, dated July 31, 2020,

Sixth Amendment, dated July 31, 2021,

Seventh Amendment, dated August 26, 2022, and

Eighth Amendment, dated August 16, 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 Section 2 Term of the Agreement. Section 2 (Term of the Agreement) of the Agreement currently reads as follows:

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from March 1, 2015 to December 31, 2024 for COBRA/AB528 Services and September 1, 2015 to December 30, 2024 for Flexible Spending Account Services.

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

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from March 1, 2015, to June 30, 2025, for COBRA/AB528 Services and September 1, 2015, to June 30, 2025, for Flexible Spending Account Services.

2.2 Section 5 Compensation. Section 5 (Compensation) of the Agreement currently reads as follows:

5. Compensation
 Compensation shall be made in monthly payments on or before the last day of each month for work, as set forth in Section 4 of this Agreement, that the Health Service System Director, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **\$3,646,679 (Three Million, Six Hundred Forty-Six Thousand, Six Hundred Seventy-Nine dollars)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," and Appendix D, "Performance Guarantees and Contingent Discounts", attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Health Service System as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor

has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor’s submission of CMD Progress Payment Form. If Progress Payment Form is not submitted with Contractor’s invoice, the Controller will notify the department, the Director of CMD and Contractor of the omission. If Contractor’s failure to provide CMD Progress Payment Form is not explained to the Controller’s satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until CMD Progress Payment Form is provided. Following City’s payment of an invoice, Contractor has ten days to file an affidavit using CMD Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

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

5. Compensation

Compensation shall be made in monthly payments on or before the last day of each month for work, as set forth in Section 4 of this Agreement, that the Health Service System Director, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **\$4,112,457 (Four Million, One Hundred Twelve Thousand, Four Hundred Fifty-Seven dollars)**. The breakdown of costs associated with this Agreement appears in Appendix B, “Calculation of Charges,” and Appendix D, “Performance Guarantees and Contingent Discounts”, attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Health Service System as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor’s submission of CMD Progress Payment Form. If Progress Payment Form is not submitted with Contractor’s invoice, the Controller will notify the department, the Director of CMD and Contractor of the omission. If Contractor’s failure to provide CMD Progress Payment Form is not explained to the Controller’s satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until CMD Progress Payment Form is provided. Following City’s payment of an invoice, Contractor has ten days to file an affidavit using CMD Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

2.3 Appendix A1(COBRA/AB528 Services to be Provided by Contractor), Section II (Services and Deliverables to be provided by Contractor), Subsection F (COBRA/AB528 Premium Reporting, Remitting, Reconciliation, and Invoicing. Section (COBRA/AB528 Services to be Provided by Contractor), Section II (Services and Deliverables to be provided by Contractor), Subsection F (COBRA/AB528 Premium Reporting, Remitting, Reconciliation, and Invoicing of the Agreement currently reads as follows:

F. COBRA/AB528 Premium Reporting, Remitting, Reconciliation, and Invoicing

Contractor shall remit 100% of the applicable premium to the applicable Coverage Provider, accompanied by information that identifies the COBRA/AB528 Continuant, the amount of his or her premium and the coverage period to which the premium payment relates. For Fully-Insured plans that contain a City administrative fee, the contractor shall remit the applicable City administrative fee to the City. The amount by which a premium payment exceeds the applicable premium (typically, 2 percent of the applicable premium) shall be retained by Contractor as additional compensation for its services.

For Self-Funded plans, Contractor shall send a monthly premium payment report by member, plan, tier (EE, E+1, E+2), and coverage months which separates the City’s administrative fee and applicable plan premium. For the Fully-Insured plans, which have a City administrative fee, Contractor shall send a monthly premium payment report by member, plan, tier (EE, E+1, E+2), and coverage months, on just the applicable City administrative fee. The total payment amount contained in the premium payment report should match the check amount sent to the City.

Self-Funded plans¹ include:

- Blue Shield HMO Access Plus (City’s administrative fee applicable)
- Blue Shield Trio HMO (City’s administrative fee applicable)
- Blue Shield PPO (City’s administrative fee applicable)
- Delta Dental PPO
- Health Net Canopy Care HMO (City’s administrative fee applicable)
- UnitedHealthcare PPO (City’s administrative fee applicable)

Fully-Insured plans¹ include:

- DeltaCare DMO
- Kaiser Permanente Traditional Plan (City’s administrative fee applicable)
- Kaiser Permanente Senior Advantage (MAPD) (City’s administrative fee applicable)
- UnitedHealthcare MAPD PPO (City’s administrative fee applicable)
- Pacific Union DMO
- VSP Basic Plan
- VSP Premier Plan

¹Subject to change, at the City’s option; changes will be done by Amendment. Contactor shall agree to the Amendment to account for the City’s Coverage Providers.

Contractor shall reconcile premium/eligibility discrepancies with the applicable Coverage Provider. The Contractor shall invoice the City for the fees (Appendix B-Calculation of Charges) associated with the services in this Appendix A1, once monthly for the prior month’s services.

Invoices, financial reports and checks shall be directed by Contractor to City to the following address:

San Francisco Health Service System
 Attn: Alan Zhang, Yuriy Gologorskiy, Ivan Ha
 1145 Market Street, Suite 300
 San Francisco, CA 94103
hss.plan.invoices@sfgov.org

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

G. COBRA/AB528 Premium Reporting, Remitting, Reconciliation, and Invoicing

Contractor shall remit 100% of the applicable premium to the applicable Coverage Provider, accompanied by information that identifies the COBRA/AB528 Continuant, the amount of his or her

premium and the coverage period to which the premium payment relates. For Fully-Insured plans that contain a City administrative fee, the contractor shall remit the applicable City administrative fee to the City. The amount by which a premium payment exceeds the applicable premium (typically, 2 percent of the applicable premium) shall be retained by Contractor as additional compensation for its services.

For Self-Funded plans, Contractor shall send a monthly premium payment report by member, plan, tier (EE, E+1, E+2), and coverage months which separates the City’s administrative fee and applicable plan premium. For the Fully-Insured plans, which have a City administrative fee, Contractor shall send a monthly premium payment report by member, plan, tier (EE, E+1, E+2), and coverage months, on just the applicable City administrative fee. The total payment amount contained in the premium payment report should match the check amount sent to the City.

Self-Funded plans¹ include:

- Blue Shield of California HMO Access Plus (City’s administrative fee applicable)
- Blue Shield of California Trio HMO (City’s administrative fee applicable)
- Blue Shield of California PPO (City’s administrative fee applicable)
- Delta Dental PPO
- Health Net Canopy Care HMO (City’s administrative fee applicable)

Fully-Insured plans¹ include:

- DeltaCare DMO
- Kaiser Permanente Traditional Plan (City’s administrative fee applicable)
- Kaiser Permanente Senior Advantage (MAPD) (City’s administrative fee applicable)
- Blue Shield of California MAPD PPO (City’s administrative fee applicable)
- UnitedHealthcare Dental DMO
- VSP Basic Plan
- VSP Premier Plan

¹Subject to change, at the City’s option; changes will be done by Amendment. Contractor shall agree to the Amendment to account for the City’s Coverage Providers.

Contractor shall reconcile premium/eligibility discrepancies with the applicable Coverage Provider. The Contractor shall invoice the City for the fees (Appendix B-Calculation of Charges) associated with the services in this Appendix A1, once monthly for the prior month’s services.

Invoices, financial reports and checks shall be directed by Contractor to City to the following address:

San Francisco Health Service System
 Attn: Alan Zhang, Yuriy Gologorskiy, Tsui-Hwa Lee
 1145 Market Street, Suite 300
 San Francisco, CA 94103
hss.plan.invoices@sfgov.org

2.4 Appendix A1 (COBRA/AB528 Services to be Provided by Contractor), Section III (City Responsibilities), Subsection E (Coverage Providers). Section Appendix A1 (COBRA/AB528 Services to be Provided by Contractor), Section III (City Responsibilities), Subsection E (Coverage Providers) of the Agreement currently reads as follows:

E. Coverage Providers

The City warrants and represents to Contractor that the list of group health plans and of the coverage providers under each such plan is complete and accurate as of the date of this Agreement. Should the City, during the term of this Agreement, establish any new group health plan or add any coverage provider to any of its current group health plans, the City agrees to notify Contractor in writing of same within seven (7) days thereafter.

The City hereby acknowledges its understanding that Contractor cannot assure the City’s compliance with COBRA without having, at all times, complete and accurate information as to the group health plans and coverage options of the City.

City and County of San Francisco (“City”) is the Coverage Provider for the following Self-Funded plans¹:

- Blue Shield HMO Access Plus Plan
- Blue Shield Trio HMO Plan
- Blue Shield PPO Plan
- Delta Dental PPO Plan
- Health Net Canopy Care HMO Plan
- UnitedHealthcare PPO Plan

Fully Insured Coverage Providers¹:

- Delta Dental for the DeltaCare DMO Plan
- Kaiser Permanente for the Traditional Plan and Senior Advantage (MAPD) plan
- UnitedHealthcare for the MAPD PPO plan
- Pacific Union DMO Plan
- VSP for the Basic Plan and Premier Plan

¹Subject to change, at the City’s option; changes will be done by Amendment. Contactor shall agree to the Amendment to account for the City’s Coverage Providers.

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

F. Coverage Providers

The City warrants and represents to Contractor that the list of group health plans and of the coverage providers under each such plan is complete and accurate as of the date of this Agreement. Should the City, during the term of this Agreement, establish any new group health plan or add any coverage provider to any of its current group health plans, the City agrees to notify Contractor in writing of same within seven (7) days thereafter.

The City hereby acknowledges its understanding that Contractor cannot assure the City’s compliance with COBRA without having, at all times, complete and accurate information as to the group health plans and coverage options of the City.

City and County of San Francisco (“City”) is the Coverage Provider for the following Self-Funded plans¹:

- Blue Shield of California HMO Access Plus Plan
- Blue Shield of California Trio HMO Plan
- Blue Shield of California PPO Plan
- Delta Dental PPO Plan
- Health Net Canopy Care HMO Plan

Fully Insured Coverage Providers¹:

- Delta Dental for the DeltaCare DMO Plan

- Kaiser Permanente for the Traditional Plan and Senior Advantage (MAPD) plan
 - Blue Shield of California for the MAPD PPO plan
 - UnitedHealthcare Dental DMO Plan
 - VSP for the Basic Plan and Premier Plan
- ¹Subject to change, at the City’s option; changes will be done by Amendment. Contactor shall agree to the Amendment to account for the City’s Coverage Providers.

2.5 Appendix A2 (Flexible Spending Account Services to be Provided by Contractor), Section I (Definitions), Carryover. Appendix A2 (Flexible Spending Account Services to be Provided by Contractor), Section I (Definitions), Carryover of the Agreement currently reads as follows:

Carryover: From the effective date of the Agreement, until December 31, 2020, Carryover shall mean the modification to the rules for Internal Revenue Code (IRC) § 125 cafeteria plans, which permits IRC § 125 cafeteria plans to be amended to allow up to \$500 of unused amounts remaining at the end of a plan year in a health FSA to be paid or reimbursed to plan participants for qualified medical expenses incurred during the following plan year, provided that the plan does not also incorporate the Grace Period rule. The City has established limits under the Plan which only allows health FSA balances greater than or equal to \$10 to be subject to Carryover. Health FSA balances which are less than \$10 are subject to forfeiture. Effective January 1, 2021 through December 31, 2022 “Carryover” shall mean the modification to the rules for Internal Revenue Code (IRC) § 125 cafeteria plans, which permits IRC § 125 cafeteria plans to be amended to allow up to \$550 of unused amounts remaining at the end of a plan year in a health FSA to be paid or reimbursed to plan participants for qualified medical expenses incurred during the following plan year, provided that the plan does not also incorporate the grace period rule.

Effective January 1, 2023, “Carryover” shall mean the modification to the rules for Internal Revenue Code (IRC) § 125 cafeteria plans, which permits IRC § 125 cafeteria plans to be amended to allow up to \$570 of unused amounts remaining at the end of a plan year in a health FSA to be paid or reimbursed to plan participants for qualified medical expenses incurred during the following plan year, provided that the plan does not also incorporate the grace period rule. The City has established limits under the Plan which only allows health FSA balances greater than or equal to \$10 to be subject to Carryover. Health FSA balances which are less than \$10 are subject to forfeiture.

Effective January 1, 2024, “Carryover” shall mean the modification to the rules for Internal Revenue Code (IRC) § 125 cafeteria plans, which permits IRC § 125 cafeteria plans to be amended to allow up to \$610 of unused amounts remaining at the end of a plan year in a health FSA to be paid or reimbursed to plan participants for qualified medical expenses incurred during the following plan year, provided that the plan does not also incorporate the grace period rule. The City has established limits under the Plan which only allows health FSA balances greater than or equal to \$10 to be subject to Carryover. Health FSA balances which are less than \$10 are subject to forfeiture.

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

Carryover: From the effective date of the Agreement, until December 31, 2020, Carryover shall mean the modification to the rules for Internal Revenue Code (IRC) § 125 cafeteria plans, which permits IRC § 125 cafeteria plans to be amended to allow up to \$500 of unused amounts remaining at the end of a plan year in a health FSA to be paid or reimbursed to plan participants for qualified medical expenses incurred during the following plan year, provided that the plan does not also incorporate the Grace Period rule. The City has established limits under the Plan which only allows health FSA balances greater than or equal to \$10 to be subject to Carryover. Health FSA balances which are less than \$10 are subject to forfeiture. Effective January 1, 2021 through December 31, 2022 “Carryover” shall mean the modification to the rules for Internal Revenue Code (IRC) § 125 cafeteria plans, which permits IRC § 125 cafeteria plans to be amended to allow up to \$550 of unused amounts remaining at the end of a plan year in a health FSA to be paid or reimbursed to plan participants for qualified medical expenses incurred during the following plan year, provided that the plan does not also incorporate the grace period rule.

Effective January 1, 2023, “Carryover” shall mean the modification to the rules for Internal Revenue Code (IRC) § 125 cafeteria plans, which permits IRC § 125 cafeteria plans to be amended to allow up to \$570 of unused amounts remaining at the end of a plan year in a health FSA to be paid or reimbursed to plan participants for qualified medical expenses incurred during the following plan year, provided that the plan does not also incorporate the grace period rule. The City has established limits under the Plan which only allows health FSA balances greater than or equal to \$10 to be subject to Carryover. Health FSA balances which are less than \$10 are subject to forfeiture.

Effective January 1, 2024, “Carryover” shall mean the modification to the rules for Internal Revenue Code (IRC) § 125 cafeteria plans, which permits IRC § 125 cafeteria plans to be amended to allow up to \$610 of unused amounts remaining at the end of a plan year in a health FSA to be paid or reimbursed to plan participants for qualified medical expenses incurred during the following plan year, provided that the plan does not also incorporate the grace period rule. The City has established limits under the Plan which only allows health FSA balances greater than or equal to \$10 to be subject to Carryover. Health FSA balances which are less than \$10 are subject to forfeiture.

Effective January 1, 2025, “Carryover” shall mean the modification to the rules for Internal Revenue Code (IRC) § 125 cafeteria plans, which permits IRC § 125 cafeteria plans to be amended to allow up to \$640 of unused amounts remaining at the end of a plan year in a health FSA to be paid or reimbursed to plan participants for qualified medical expenses incurred during the following plan year, provided that the plan does not also incorporate the grace period rule. The City has established limits under the Plan which only allows health FSA balances greater than or equal to \$10 to be subject to Carryover. Health FSA balances which are less than \$10 are subject to forfeiture.

2.6 Appendix A2 (Flexible Spending Account Services to be Provided by Contractor), Section II (Services and Deliverables to be provided by Contractor), Subsection M (Flexible Spending Account Claim/Payment/ Reimbursement Processing). Appendix A2 (Flexible Spending Account Services to be Provided by Contractor), Section II (Services and Deliverables

to be provided by Contractor), Subsection M (Flexible Spending Account Claim/Payment/ Reimbursement Processing) of the Agreement currently reads as follows:

M. Flexible Spending Account Claim/Payment/ Reimbursement Processing

Contractor shall substantiate the eligibility of expenses paid by use of an electronic payment card, and other forms of allowable claim submission, to the extent required by applicable law.

Contractor shall provide Participants, who have elected flexible spending account benefits under the Plan, with a form to use in submitting flexible spending account claims.

Contractor shall receive, review and, when authorized by the Plan and by applicable law, approve flexible spending account claims within five (5) business days.

Contractor shall notify the City, once weekly, of the aggregate amount of funds needed from the City to pay Contractor approved claims and receive said funds as transmitted by the City.

Contractor shall pay approved flexible spending account claims from funds made available by the City for that purpose. Claims shall be paid by check or, where authorized by a claimant, by direct electronic deposit to a bank account of the claimant within five (5) business days of claim being processed.

Contractor will provide, with each flexible spending account claim paid by check, a statement of the Participant's remaining account balance under the flexible spending account from which the payment has been made.

Contractor shall provide notices mid-plan year, on or around July 1st, and the end of each Plan Year, on or around November 15th, of the Plan as described in the Plan document, provide to each Participant who elected any flexible spending account benefits for that Plan Year a statement setting forth each of his or her flexible spending account balances and advise of the potential forfeiture of any balances not used to reimburse the Participant for eligible expenses incurred prior to the end of that Plan Year.

From the effective date of this Agreement, until December 31, 2020, Contractor shall Carryover account balances of health FSA's from prior plan year to new plan year that are equal to, or less than five hundred dollars (\$500) and greater than, or equal to ten dollars (\$10), only for Participants who are actively employed by the City, or are prior employees who have actively enrolled in COBRA. Effective January 1, 2021 through December 31, 2022, Contractor shall Carryover account balances of health FSA's from prior plan year to new plan year that are equal to, or less than Five Hundred-Fifty dollars (\$550), and greater than, or equal to Ten dollars (\$10), only for Participants who are actively employed by the City, or are prior employees who have actively elected COBRA to continue coverage of their health FSA. Effective January 1, 2023, Contractor shall Carryover account balances of health FSA's from prior plan year to new plan year that are equal to, or less than Five Hundred-Seventy dollars (\$570), and greater than, or equal to Ten dollars (\$10), only for Participants who are actively employed by the City, or are prior employees who have actively elected COBRA to continue coverage of their health FSA. Effective January 1,

2024, Contractor shall Carryover account balances of health FSA’s from prior plan year to new plan year that are equal to, or less than Six Hundred-Ten dollars (\$610), and greater than, or equal to Ten dollars (\$10), only for Participants who are actively employed by the City, or are prior employees who have actively elected COBRA to continue coverage of their health FSA.

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

M. Flexible Spending Account Claim/Payment/ Reimbursement Processing

Contractor shall substantiate the eligibility of expenses paid by use of an electronic payment card, and other forms of allowable claim submission, to the extent required by applicable law.

Contractor shall provide Participants, who have elected flexible spending account benefits under the Plan, with a form to use in submitting flexible spending account claims.

Contractor shall receive, review and, when authorized by the Plan and by applicable law, approve flexible spending account claims within five (5) business days.

Contractor shall notify the City, once weekly, of the aggregate amount of funds needed from the City to pay Contractor approved claims and receive said funds as transmitted by the City.

Contractor shall pay approved flexible spending account claims from funds made available by the City for that purpose. Claims shall be paid by check or, where authorized by a claimant, by direct electronic deposit to a bank account of the claimant within five (5) business days of claim being processed.

Contractor will provide, with each flexible spending account claim paid by check, a statement of the Participant's remaining account balance under the flexible spending account from which the payment has been made.

Contractor shall provide notices mid-plan year, on or around July 1st, and the end of each Plan Year, on or around November 15th, of the Plan as described in the Plan document, provide to each Participant who elected any flexible spending account benefits for that Plan Year a statement setting forth each of his or her flexible spending account balances and advise of the potential forfeiture of any balances not used to reimburse the Participant for eligible expenses incurred prior to the end of that Plan Year.

From the effective date of this Agreement, until December 31, 2020, Contractor shall Carryover account balances of health FSA’s from prior plan year to new plan year that are equal to, or less than five hundred dollars (\$500) and greater than, or equal to ten dollars (\$10), only for Participants who are actively employed by the City, or are prior employees who have actively enrolled in COBRA.

Effective January 1, 2021 through December 31, 2022, Contractor shall Carryover account balances of health FSA’s from prior plan year to new plan year that are equal to, or less than Five Hundred-Fifty dollars (\$550), and greater than, or equal to Ten dollars (\$10), only for Participants who are actively employed by the City, or are

prior employees who have actively elected COBRA to continue coverage of their health FSA.

Effective January 1, 2023, Contractor shall Carryover account balances of health FSA's from prior plan year to new plan year that are equal to, or less than Five Hundred-Seventy dollars (\$570), and greater than, or equal to Ten dollars (\$10), only for Participants who are actively employed by the City, or are prior employees who have actively elected COBRA to continue coverage of their health FSA.

Effective January 1, 2024, Contractor shall Carryover account balances of health FSA's from prior plan year to new plan year that are equal to, or less than Six Hundred-Ten dollars (\$610), and greater than, or equal to Ten dollars (\$10), only for Participants who are actively employed by the City, or are prior employees who have actively elected COBRA to continue coverage of their health FSA.

Effective January 1, 2025, Contractor shall Carryover account balances of health FSA's from prior plan year to new plan year that are equal to, or less than Six Hundred-Forty dollars (\$640), and greater than, or equal to Ten dollars (\$10), only for Participants who are actively employed by the City, or are prior employees who have actively elected COBRA to continue coverage of their health FSA.

Article 3 Reserved (Updates of Standard Terms to the Agreement)

Article 4 Effective Date

Each of the modifications set forth in Articles 2 and 3 shall be effective on and after January 1, 2025.

Article 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.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY

Recommended by:

CONTRACTOR

P&A Administrative Services, Inc.

DocuSigned by:
Abbie Yant
237210E11644489...

Signed by:
Michael Rizzo
04C5DB81D0F14B1...

ABBIE YANT RN, MA
Executive Director,
San Francisco Health Service System

MICHAEL RIZZO, PRESIDENT
P&A Administrative Services, Inc.
17 Court Street, Suite 500
Buffalo, NY 14202

City Supplier Number: **0000013710**

APPROVED AS TO FORM:

David Chiu
City Attorney

DocuSigned by:
Gustin R. Guibert
D39D934F443D4CB...

GUSTIN R. GUIBERT/
JENNIFER DONNELLAN
Deputy City Attorney