

DRAFT

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

MONTH DD, 2025

[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**

Tenth Amendment

THIS TENTH AMENDMENT (“Amendment”) is made as of **Month DD, 2025**, 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

WHEREAS, **<insert BOS resolution approving File No. _____>**; 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,

Eighth Amendment, dated August 16, 2023, and
Ninth Amendment, dated December 9, 2024.

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 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 June 30, 2025, for COBRA/AB528 Services and September 1, 2015, to June 30, 2025, for Flexible Spending Account Services.

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

2. Term of the Agreement.

2.1 Term. Subject to Section 1, the term of this Agreement shall be from March 1, 2015, to **December 31, 2026**, for COBRA/AB528 Services and September 1, 2015, to **December 31, 2026**, 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 **\$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.

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 **\$4,667,457 (Four Million, Six Hundred and Sixty-Seven 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.

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 **Month DD, 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]

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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.

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

GUSTIN R. GUIBERT/
JENNIFER DONNELLAN
Deputy City Attorney