Appendix A – Services to be Provided [Contractor/Grantee/Vendor name] [Program name] [Term dates]

I. Purpose of Contract/Grant

II. Definitions

CARBON	SFHSA's web-based Contracts Administration, Reporting, and Billing On-line System
City	City and County of San Francisco, a municipal corporation
Contractor/Grantee/Vendor	
SFHSA	San Francisco Human Services Agency
SOGI	Sexual Orientation and Gender Identity; <i>Ordinance</i> <i>No. 159-16</i> amended the San Francisco Administrative Code to require City departments and contractors that provide health care and social services to seek to collect and analyze data concerning the sexual orientation and gender identity of the clients they serve <i>(Chapter 104, Sections 104.1 through 104.9).</i>

III. Target Population

This program serves all populations and ethnicities in San Francisco, with a focus on/priority to...

IV. Description of Services

Contractor/Grantee/Vendor shall provide the following services during the term of this grant/contract:

V. Location and Time of Services

VI. Service Objectives

On an annual basis/During the grant/contract term, Contractor/Grantee/Vendor shall meet the following service objectives:

VII. Outcome Objectives

On an annual basis/During the grant/contract term, Contractor/Grantee/Vendor will meet the following service objectives:

VIII. Fiscal Guidelines

IX. Data Collection and Reporting Requirements

- A. Grantee/Contractor/Vendor will provide a monthly report of activities, referencing the tasks as described in Section VI & VII- Service and Outcome Objectives. Grantee/Contractor/Vendor will enter the monthly metrics in the CARBON database by the 15th of the following month.
- **B.** Grantee/Contractor/Vendor will provide an annual report summarizing the contract activities, referencing the tasks as described in Section VI & VII-Service and Outcome Objectives. This report will also include accomplishments and challenges encountered by the Grantee/Contractor/Vendor. Grantee/Contractor/Vendor will enter the annual metrics in the CARBON database by the 15th of the month following the end of the program year.
- **C.** Grantee/Contractor/Vendor will provide Ad Hoc reports as required by the Department.
- **D.** Quarterly and Annual Reports will be entered into the Contracts Administration, Reporting, and Billing Online (CARBON) system.

For assistance with reporting requirements or submission of reports, contact:

XXXXXXXXX@sfgov.org Contract Manager, Office of Contract Management, SFHSA

or

XXXXXXXX@sfgov.org Program Manager, Division of XXXXXXXX, SFHSA

X. Monitoring Activities

- A. <u>Program Monitoring</u>: Program monitoring will include review of client eligibility, and back-up documentation for reporting progress towards meeting service and outcome objectives. *(change as appropriate)*
- **B.** <u>Fiscal Compliance and Contract Monitoring</u>: Fiscal monitoring will include review of the Grantee's/Contractor's/Vendor's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

XI. Data Privacy Stipulations

A. Criminal Justice, Immigration Status and Federal Tax Information The Human Services Agency does not share Criminal Justice Information; Immigration Status information as governed by The San Francisco City and County of Refuge Ordinance (San Francisco Administrative Code, Chapters 12H and 12I) also known as the Sanctuary Ordinance; and Federal Tax Information under this grant/contract.

B. Data Security and Storage

SFHSA has protocols in place to protect confidential information, as defined by:

- 1. Any information that is personally identifiable information, or any information about an individual, including information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information; or
- 2. Information Data Provider(s) disclose, in writing, orally, or visually, to Data User(s), or to which Data User(s) obtain access to in connection with the negotiation and performance of the grant/contract, and which relates to any individuals or entities that have made confidential or proprietary information available to Contractor/Grantee/Vendor marked or otherwise identified as proprietary and/or confidential, or that, given the nature of the information, ought reasonably to be treated as proprietary and/or confidential.

Grantee and SFHSA shall maintain all data furnished pursuant to this grant/contract in a space secure from unauthorized access. Data shall be stored and processed in a way that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means. Both Contractor/Grantee/Vendor and SFHSA will be diligent in ensuring that the systems and technologies they use comply with government regulations and statutes, as they may be amended from time to time.

C. Use of Data

The Human Services Agency will use Contractor/Grantee/Vendor data to analyze program impact and ensure the funds are reaching the intended target population. In addition, the data may be used to understand client use of food resources across different programs.

XII. SFHSA Accessibility Requirements for Public-Facing Websites, Online Applications, and Digital Content (only for IT contracts)

- **A.** Compliance with Americans with Disabilities Act. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement. Contractor shall adhere to the requirements of the Americans with Disabilities Act of 1990 (ADA), as amended (42 U.S.C. Sec. 1201 et seq.) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d), Web Content Accessibility Guidelines (WCAG) 2.0 Levels A and AA; and WCAG 1.0 Level AA, to the extent these guidelines include additional requirements that are not included in and are not inconsistent with WCAG 2.0 Levels A and AA and WCAG 2.1, as updated from time to time.
- **B.** Contractor shall ensure that its products containing vital information for the public meet the requirement for content written at or below a 5th grade reading level. Vital information, as defined in city code (the City's Language Access Ordinance), is information about Department's services or programs that includes: applications or forms to participate in a Department's program or activity or to receive its benefits or services; written notices of rights to, determination of eligibility for, award of, denial of, loss of, or decreases in benefits or services, including the right to appeal any Department's decision; written tests that do not assess English language competency, but test competency for a particular license or skill for which knowledge of written English is not required; notices advertising Limited English Speaking Persons of free language assistance; materials, including publicly-posted documents, explaining a Department's services or programs; complaint forms; any other written documents related to direct services to the public that could impact the community or an individual seeking services from or participating in a program of a City Department.
- C. A failure to meet any of the requirements may result in rejection of the product or services by the City, withholding of payment, a complaint filed with California Department of Fair Employment and Housing (DFEH), a civil action, or other remedies, including, but not limited to, those provided in Cal. Gov. Code sections 11136 – 11139 and 12930, and this Agreement.
- **D.** In the event of a conflict between accessibility standards, the highest standard will apply.