

P-650 INSTRUCTIONS **(delete this entire page before finalizing)**

When to use the P-650: This template is designed for the amendment of a P-600 or other P-6XX series template. Although this P-650 can be used to modify any P-6XX series contract, you must confirm that the numbering is correct and does not result in inconsistency.

1. COMPLETE/CONFIRM ALL **GREEN FIELDS**.
2. **INSTRUCTIONS ARE IN RED**.
3. UNLESS SPECIFICALLY INSTRUCTED TO DELETE, SECTIONS THAT DO NOT APPLY SHOULD BE MARKED **RESERVED (SECTION NAME)** OR **WAIVED**
4. DON'T BOLD THE FONT UNLESS IT'S ALREADY IN BOLD.
5. IF A LINK IS NOT ACCESSIBLE, CONTACT OCA@sfgov.org.
6. TRACK ALL CHANGES.
7. HAVE YOUR CITY ATTORNEY REVIEW THE PROPOSED REDLINED AGREEMENT BEFORE SENDING TO THE CONTRACTOR FOR SIGNATURE.
8. IN THE FOOTER, PAGE NUMBER SHOULD MATCH "OF" NUMBER ("23 OF 23").
9. MOST IMPORTANTLY, **DELETE ALL RED INSTRUCTIONS** AND **CHANGE ALL GREEN FIELDS** TO BLACK FONT.

Revision History:

(OCA) Updated contract sections: The January 2026 renovations include new data protection language, ADA related information, Artificial Intelligence usage parameters, and legislative changes that reduce obligations for contractors enacted in late 2025 (the "Open for Business Streamlining Contract Act of 2025").

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

➔ **Federal, State or Special Funding:** *If your Department will procure goods or services using federal, state, or special funds, you may need to modify this form. You must make sure that the terms set forth in this Agreement, as amended herein, fully comply with all applicable terms and requirements of the respective federal, state or special fund (i.e., there are no conflicting City requirements with your funding source, such as geographical preferences). You must also make sure that any subsequent agreements, which subrecipients or subgrantees of the federal, state, or special funds execute with third parties, also comply with the respective terms and requirements of the federal, state or special fund. Your Department is responsible for making the required changes to this Agreement, as amended herein, and reviewing the terms of subrecipient or subgrantee agreements to confirm that they comply with the relevant fund requirement.*

[First, Second, Third, etc.] Amendment

THIS **[FIRST, SECOND, THIRD, etc.] AMENDMENT** (“Amendment”) is made as of **[start date]**, in San Francisco, California, by and between **[name of Contractor]** (“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 (as defined below); and
WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to **[give a general description of what the Amendment is doing, such as “extend the performance period, increase the contract amount, update standard contractual clauses, and/or add Appendix XX”]**; and

➔ **Purchasing Authority:** *All amendments to contracts require a Purchasing Authority derived from a solicitation, a waiver to solicitation or certain sections of the Administrative Code. If an amendment is not being routed through OCA and you have not conducted a solicitation where one is otherwise required, you must document your waiver internally and include it in your annual report to the Board of Supervisors. **Choose from the following options and delete the ones not used.***

[RFP] WHEREAS, Contractor was competitively selected pursuant to a Request for Proposals entitled **[RFP name]** issued through Sourcing Event ID **[Number]** and this Amendment is consistent with the terms of the RFP and the awarded Contract; and

[IB] WHEREAS, Contractor was competitively selected pursuant to an Invitation for Bids entitled **[IB name]** issued through Sourcing Event ID **[Number]** and this Amendment is consistent with the terms of the IFB and the awarded Contract; and

[RFQ] WHEREAS, Contractor was competitively selected pursuant to a Request for Qualifications entitled **[RFQ name]** issued through Sourcing Event ID **[Number]** which resulted in a prequalified pool of suppliers from which Contractor was selected **[Choose one: as the highest rank proposer in the prequalified pool or as the highest rank proposer after a solicitation by the Department to the prequalified pool or without a further solicitation to the prequalified pool because the Agreement will have a not-to-exceed amount that is less than or equal to the Minimum Competitive Amount as defined by Section 21.02 of the San Francisco Administrative Code]**, and this Amendment is consistent with the terms of the RFQ and the awarded Contract; and

[No Solicitation – Waiver Approved by OCA] WHEREAS, Contractor was selected pursuant to San Francisco Administrative Code Section **[Admin Code Section #]** pursuant to waiver **OCAWVRXXXXXXXX** granted by the Office of Contract Administration, and this Amendment is consistent with that waiver; and

[No Solicitation – Waiver Not Approved by OCA] WHEREAS, Contractor was selected pursuant to San Francisco Administrative Code Section **[Admin Code Section #]** pursuant to a waiver granted by **[Name of Dept or Commission approving the waiver]**, and this Amendment is consistent with that waiver; and

➔ **LBE Participation Requirements:** Review the [14B Requirements and Applicability Guidance](#) to determine if LBE subcontracting requirements apply and/or can be waived and if CMD must approve this Amendment. **Choose from the following options and delete the ones not used.**

[LBE requirements apply] WHEREAS, this is a contract for Services, there is a Local Business Enterprise (“LBE”) subcontracting participation requirement, and this Amendment is consistent with that requirement; and

[LBE requirements waived] WHEREAS, this is a contract for Services and the Local Business Enterprise (“LBE”) subcontracting participation requirement for the Services has been waived pursuant to waiver **CMD14BXXXXXXXX**, and this Amendment is consistent with that waiver; and

[Micro LBE Set Aside] WHEREAS, this is a Micro LBE Set Aside Contract as defined by Chapter 14B of the San Francisco Administrative Code; and

[Exempt from 14B] WHEREAS, this Contract is deemed exempt from Chapter 14B of the San Francisco Administrative Code because **[enter reason]** and, as such, there is no Local Business Enterprise (“LBE”) subcontracting participation requirement for this Agreement; and

➔ **Civil Service or Prop J Approval:** CSC approval is required for the [labor component of an agreement](#). Review the [Civil Service and Prop J Requirements and Applicability Guidance](#) to determine if CSC approval of this Amendment is required. **Choose from the following options and delete the ones not used.**

[Single Contract - Approval by Duration] WHEREAS, this Amendment is consistent with an approval obtained on **[date of Civil Service Commission action or DHR approval date if under \$200K]** from the **[Civil Service Commission or Department of Human Resources on behalf of**

the Civil Service Commission] under PSC number [PSC number] in the amount of [Dollar Amount] for the period of [number of years]; and

[Single Contract - Approval by Start and End Dates] WHEREAS, this Amendment is consistent with an approval obtained on [date of Civil Service Commission action or DHR approval date if under \$200K] from the [Civil Service Commission or Department of Human Resources on behalf of the Civil Service Commission] under PSC number [PSC number] in the amount of [Dollar Amount] for the period commencing [start date] and ending [end date]; and

[Multiple Contracts] WHEREAS, this Amendment is consistent with an approval obtained on [date of Civil Service Commission action or DHR approval date if under \$200K] from the [Civil Service Commission or Department of Human Resources on behalf of the Civil Service Commission] under PSC number [PSC number] which authorizes the award of multiple agreements, the total value of which cannot exceed [dollar amount] and the individual duration of which cannot exceed [number of years]; and

[Exempt from PSC] WHEREAS, this Agreement is for (describe what is being funded) (as defined by the 2023 PSC Policy of the Civil Service Commission) and, as such, is exempt from Civil Service Commission review;

[Prop J] WHEREAS, this Agreement was approved by the Board of Supervisors pursuant to the requirements of City Charter Section 10.104-15 on [Date] under Resolution [Number]; and

➔ **Commission Approval.** *If your department has a Commission (or governing Board), review its policy to determine if its approval of this Amendment is required. If Commission approval is required, insert the following clause. Otherwise delete.*

WHEREAS, this Amendment is consistent with an approval obtained from City's [name of Commission] approved on [date of Commission action] in the amount of [Dollar Amount] for the period commencing [Start Date] and ending [End Date]; and

➔ **Board of Supervisors Approval.** *Review this document to see if approval of this Amendment by the Board of Supervisors is required under Charter Section 9.118: [BOS Requirements and Applicability](#). If Board of Supervisors approval is required, insert the following clause. Otherwise delete.*

WHEREAS, this Amendment is consistent with an approval obtained from the City's Board of Supervisors under [resolution number] approved on [date of Board action] in the amount of [Dollar Amount] for the period commencing [Start Date] and ending [End Date]; and

➔ **Ethics Form 126f2.** *Review this document to see if award of this contract requires your department to submit Ethics Form 126f2: [Ethics Forms Requirements and Applicability](#). If the form is required, insert the following clause. Otherwise delete.*

WHEREAS, the Department has filed Ethics Form 126f2 (Notice of Submission of Proposal) because this Agreement has a value of \$100,000 or more in a fiscal year and will require the approval of **[Choose all that apply an elected officer of the City, a board on which an elected officer of the City serves, a state agency on whose board an elected officer of the City’s appointee serves, and/or the Board of Supervisors];** and

➔ **Ethics Form 126f4.** Review this document to see if award of this contract requires your department to submit Ethics Forms 126f4: [Ethics Forms Requirements and Applicability](#). If the form is required, insert the following clause. Otherwise delete.

WHEREAS, the Department has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement, as amended herein, has a value of \$100,000 or more in a fiscal year and will require the approval of **[Choose all that apply an elected officer of the City, a board on which an elected officer of the City serves, a state agency on whose board an elected officer of the City’s appointee serves, and/or the Board of Supervisors].**

➔ *Insert additional WHEREAS clauses as appropriate.*

Now, THEREFORE, the parties agree as follows:

Article 1 Preface

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated **[date of original Agreement]** between Contractor and City, as amended by the:

➔ *List all amendments **PRIOR** to this Amendment. Do not include this Amendment number in the list below.*

[First Amendment], dated **[date of the first amendment]**, and
[Second Amendment], dated **[date of second amendment]**.

1.2 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

1.3 **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), 12P (Minimum Compensation), 12Q (Health Care Accountability), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 111 (Minimum Compensation), 121 (Health Care Accountability), 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, 12P, 12Q, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 111, 121, and 151, respectively.

1.4 **Open For Business Legislative Changes.** In October 2025, San Francisco enacted legislation that reduced obligations City places on contactors. These changes went into effect January 1, 2026. Articles 141 and 142 were repealed, to the extent those conditions appear in this Agreement, they should be treated as nullified. The dollar value threshold for application for Administrative Code Chapters 12F, 12N, 12L, 12Y, and 101 and Labor and Employment Code Article 151 were increased. If the Agreement is valued at less than \$230,000, 12N, 12Y and 101 are not in effect. If the Agreement is valued at \$230,000 or less, 12F and 151 are not in effect. If the Agreement is valued at less than \$1,000,000, Chapter 12L is not in effect. Any clause in the Agreement concerning a condition referenced above that is not in effect shall be treated as nullified.

Article 2 Modifications of Scope to the Agreement

➔ *Article 2 is generally intended for noting changes to time and total cost, with correlated changes to appendices. Use the following sections as needed to modify the text of the existing Agreement, repeating as necessary. If amendments require more changes, continue to use the numbering system for all modifications. Examples and placeholders are provided as starting points. If you wish to modify your appendices, minor changes can be made within Article 2, but larger changes should result in the appendix being replaced entirely and attached. Delete unneeded sections.*

The Agreement is hereby modified as follows:

2.1 **[Section title]**. Section [section number and title] of the Agreement currently reads as follows:

➔ *Insert **current Agreement text** of Section.*

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

➔ *Insert **revised text** of Section.*

2.2 **[Section title]**. Section [section number and title] of the Agreement currently reads as follows:

➔ *Insert **current Agreement text** of Section.*

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

➔ *Insert **revised text** of Section.*

➔ *Use the following section to replace an Appendix, one for each Appendix being replaced. Make sure to include the revised Appendix as an attachment. Delete if not used. In general, you replace an Appendix with an updated number. **Example:** Appendix A becomes Appendix A-1, A-2, etc.*

2.3 **Appendix [new Appendix letter]**. Appendix [existing Appendix letter] is hereby replaced in its entirety by Appendix [new Appendix letter], attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix [existing Appendix letter] in any place, the true meaning shall be Appendix [new Appendix letter], which is a correct and updated version.

Article 3 Updates of Standard Terms to the Agreement

➔ *Article 3 is generally intended to update standard City contract clauses when necessary. If there are none, mark Article 3 as “Reserved.” Updates are required based on when the previous contract was executed, and which edition of the City’s templates was in place.*

PRIOR TO PROPOSING THE BELOW REVISED TERMS, DETERMINE IF THE EXISTING VERSION OF THAT SECTION WAS PREVIOUSLY NEGOTIATED. IF IT WAS, CONTACT CAT TO DETERMINE IF THE CHANGE SHOULD BE INTRODUCED. A SUPPLIER MAY NOT WISH TO RENEGOTIATE TERMS TO WHICH BOTH PARTIES PREVIOUSLY AGREED.

The Agreement is hereby modified as follows:

➔ *Insert the following revision to versions that predate P-6XX (01-26), unless amended through a prior amendment.*

3.1 **Article 1 Definitions.** *The following definitions are hereby added to the Agreement in Article 1 Definitions. If the terms are currently defined in the Agreement, then the terms included below supersede and expressly replace the existing definitions:*

“Artificial Intelligence” or “Artificial Intelligence Model” means an engineered or machine-based system that varies in its level of autonomy and that can, for explicit or implicit objectives, infer from the input it receives how to generate outputs that can influence physical or virtual environments.

“Artificial Intelligence System” means a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.

“City Data” means all data collected, used, maintained, processed, stored, and/or generated by or on behalf of City in connection with this Agreement. City Data includes, without limitation, Confidential Information and Deliverable Data.

“Confidential Information” means confidential City information including, but not limited to, personal identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information. Confidential Information includes, without limitation, City Data.

“Deliverable Data” means any data that is required to be delivered to City as a Deliverable, or as a part of a Deliverable, under this Agreement.

“Generative Artificial Intelligence” means artificial intelligence that can generate derived synthetic content, such as text, images, video, and audio, that emulates the structure and characteristics of the artificial intelligence’s training data.

“Personal Identifiable Information (PII)” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household. Personal information includes, but is not limited to, the following if it identifies, relates to, describes, is reasonably capable of being associated with, or could be reasonably linked, directly or indirectly, with a particular individual or household as further defined in the California Consumer Privacy Act.

➔ *Include the following three HIPAA related definitions if Agreement includes a BAA.*

“Business Associate” or “BAA” has the meaning given to such term under HIPAA and its implementing regulations, including 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103, as may be amended from time to time.

“Health Care Component” has the meaning given to such term under HIPAA and its implementing regulations, including 45 C.F.R. Section 164.103, as may be amended from time to time.

“Hybrid Entity” has the meaning given to such term under HIPAA and its implementing regulations, including 45 C.F.R. Section 164.103, as may be amended from time to time.

➔ *If the Agreement includes an active 3.6 **Prevailing Wages** section (which is uncommon), please replace it with the updated language from the most recent version of the P-600 and insert below. Example: “**Section 3.6 Prevailing Wages.** Section 3.6 Prevailing Wages is replaced in its entirety to read as follows: [AND INSERT TEXT FROM P-600]”*

➔ *If the Agreement includes contractor vaccination policy requirements (generally drafted between 2020-2023), those sections may be removed from the agreement with the following restored language unless already done through a prior amendment.*

3.2 **Section 4.2 Personnel.** Section 4.2 of the Agreement is hereby replaced in its entirety to read as follows:

4.2 **Qualified Personnel.** Contractor represents and warrants that it is qualified to perform the Services required by City, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. Contractor will comply with City’s reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City’s request, must be supervised by Contractor. Contractor shall commit sufficient resources for timely completion within the project schedule.

➔ *Insert the following revision to versions that predate P-6XX (4-19), unless amended through a prior amendment.*

3.3 **Section 4.5 Assignment.** Section 4.5 of the Agreement is hereby replaced in its entirety to read as follows:

4.5 **Assignment.** Services to be performed by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first approved by City by written instrument executed and approved in the

same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

➔ *Insert the following revision to versions that predate P-6XX (4-19), unless amended through a prior amendment.*

3.4 **Section 7.3 Withholding.** *Section 7.3 of the Agreement is hereby replaced in its entirety to read as follows:*

7.3 Withholding. Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

➔ *Insert the following revision to versions that predate P-6XX (4-19), unless amended through a prior amendment.*

3.5 **Section 10.11 Limitations on Contributions.** *Section 10.11 of the Agreement is hereby replaced in its entirety to read as follows:*

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City’s Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan, or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor’s board of directors; Contractor’s chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract and has provided the names of the persons required to be informed to the City department with whom it is contracting.

➔ *Insert the following revision to versions that predate P-6XX (01-26), unless amended through a prior amendment. Do not add if Contractor is not a non-profit.*

3.6 **Section 10.15 Public Access to Nonprofit Records and Meetings.** Section 10.15 of the Agreement is hereby replaced in its entirety to read as follows:

10.15 Nonprofit Contractor Requirements.

10.15.1 Good Standing. If Contractor is a nonprofit organization, Contractor represents that it is in good standing with the California Attorney General’s Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Contractor shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City’s request, Contractor shall provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General’s Registry of Charitable Trusts for the duration of the Agreement. Any failure by Contractor or its subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

10.15.2 Public Access to Nonprofit Records and Meetings. If Contractor is a nonprofit organization; provides Services that do not include services or benefits to City employees (and/or to their family members, dependents, or their other designated beneficiaries); and receives a cumulative total per year of at least \$1,000,000 in City funds or City-administered funds, Contractor must comply with the City’s Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

➔ *If the scope of services in this Agreement includes sale, provision, or distribution of water or beverages, insert the following revision to versions that predate P-6XX (4-19), unless amended through a prior amendment. Otherwise delete. This section is rarely used.*

3.7 **Section 10.17 Distribution of Beverages and Water.** Section 10.17 of the Agreement is hereby replaced in its entirety to read as follows:

10.17 Distribution of Beverages and Water.

10.17.1 Sugar-Sweetened Beverage Prohibition. Contractor agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

10.17.2 Packaged Water Prohibition. Contractor agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

➔ *Insert the following revision to versions that predate P-6XX (01-26), unless amended through a prior amendment.*

➔ **Note for Section 3.8 - Web and Mobile Content Accessibility.** Federal law requires that City websites, online applications, and digital content be accessible to people with physical, sensory, or cognitive disabilities by meeting the Web Content Accessibility Guidelines (“WCAG”) 2.1, Level AA standards, as specified in the Department of Justice’s Title II Rule on the accessibility of web content and mobile applications. (28 C.F.R. Part 35) This requirement includes web and mobile

app content generated by City contractors on behalf of City. If this Agreement will require contractor to create, host or publish publicly available web or mobile content for City, include Section 11.2.3. If this Agreement is for a program funded in whole or part by the federal government, additional accessibility requirements may be imposed by the granting agency under Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. Sec. 794d) and the applicable Revised Section 508 Standards published by the U.S. Access Board (<https://www.access-board.gov/ict/>). Departments should check with the federal funding agency to determine whether any additional requirements apply. If this section is inapplicable, do not include.

3.8 Section 11.2.2 Compliance with Laws Requiring Access for People with Disabilities. *Section 11.2.2 is hereby added to the Agreement:*

11.2.2 Web and Mobile Content Accessibility. Contractor shall adhere to the requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sec. 1201 et seq.), including the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, as specified in the Department of Justice’s Title II Rule on the accessibility of web content and mobile applications. (28 C.F.R. Part 35) *[if required by a federal funding agency, add the following:]* **Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d), and the applicable Revised Section 508 Standards published by the U.S. Access Board (<https://www.access-board.gov/ict/>), as amended from time to time].** Contractor shall ensure that all Information and Communication Technology (ICT) provided under this Agreement fully conforms to the Department of Justice’s Title II rules and *[if applicable]* the applicable Revised 508 Standard, prior to delivery and before the City’s final acceptance of the Services and/or Deliverables.

➔ Insert the following revision to versions that predate P-6XX (4-19), unless amended through a prior amendment.

3.9 Section 11.14 Notification of Legal Requests. *The following section is hereby added to Article 11 of the Agreement:*

11.14 Notification of Legal Requests. Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests (“Legal Requests”) related to all data given to Contractor by City in the performance of this Agreement (“City Data” or “Data”), or which in any way might reasonably require access to City’s Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City’s instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

➔ Insert the following revision to versions that predate P-6XX (01-26), unless amended through a prior amendment.

*➔ **Note for Section 3.10 – Article 13.** Article 13 has been updated. If the underlying Agreement includes 1) services and products that use cardholder data for payment processing on behalf of*

the City (including credit card payments) and / or connect with the cardholder data environment or 2) HIPAA and/or PHI data sharing – insert/replace the following language.

3.10 **Article 13 Data and Security.** *Article 13 is hereby replaced in its entirety to read as follows:*

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 Protection of Private Information. If this Agreement requires City to disclose “Private Information” to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 City Data; Confidential Information. In the performance of Services, Contractor may have access to, or collect on City’s behalf, City Data, which may include proprietary or Confidential Information that if disclosed to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City’s behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

13.2 Reserved (Payment Card Industry (“PCI”) Requirements).

13.3 Reserved (Business Associate Agreement).

13.4 Management of City Data.

13.4.1 Use of City Data. Contractor agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by City. Access to City Data must be strictly controlled and limited to Contractor’s staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use City Data solely for performing its obligations under the Agreement and not for Contractor’s own purposes or later use, provided, however, that no City Data may be used by Contractor to train, modify or improve any Artificial Intelligence Systems or Models without City’s prior written consent, which may be withheld or withdrawn at City’s sole discretion. Nothing herein shall be construed to confer any license or right to City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase “unauthorized use” means the data mining or processing of data and/or machine learning from the data, stored or transmitted by the service, for unrelated

commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis.

13.4.2 Use of Generative Artificial Intelligence in Deliverables.

Contractor is prohibited from using Generative Artificial Intelligence in the development of Deliverables without City's prior written consent. Contractor represents and warrants to City that Deliverables will not be developed in a manner that conflicts with the City's rights in and to the Deliverables under Article 9, "Rights in Deliverables," or the City Data confidentiality and security requirements under Article 13, "Data and Security," of this Agreement.

13.4.3 Disposition of City Data. Except as otherwise provided for in this Agreement, upon City's request, termination or expiration of this Agreement, or the expiration of any required document retention period or litigation hold, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that the City Data has been successfully transferred to City, Contractor shall, within ten (10) business days, securely dispose, clear, purge, and/or physically destroy, all copies of all City Data from its servers, files, hosted environments used in performance of this Agreement (including subcontractors' environments), work stations used to process or produce the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such secure disposal occurred within five (5) business days of the disposal. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

13.5 Ownership of City Data. The Parties agree that as between them, all rights, including all intellectual property rights, in and to City Data and any derivative works of City Data is the exclusive property of City.

13.6 Loss or Unauthorized Access to City's Data; Security Breach Notification. Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any "Leak") within twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Data Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. *[Add the following sentence if this contract involves sharing sensitive data with the Contractor. Otherwise, delete. Contractor shall pay for the provision to the affected individuals of twenty-four (24) months of free credit monitoring services, if the Leak involved information of a nature reasonably necessitating such credit monitoring.]* The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

13.7 Cybersecurity Risk Assessment. If a Cybersecurity Risk Assessment ("CRA") was required before entering the Agreement, Contractor must complete an annual

CRA to demonstrate that it has maintained the data privacy and information security program required for City contractors. If Contractor does not satisfactorily complete an annual CRA, the City shall have the right, without further obligation or liability to Contractor, to terminate this Agreement or exercise any of its other remedies hereunder. Any failure by Contractor to comply with this Section shall be a material breach of this Agreement.

Article 4 Effective Date

Each of the modifications set forth in this Amendment shall be effective on and after [specify either “the date of this Amendment” or other effective date].

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.

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

CITY

Recommended by:

Trent Rhorer or Kelly Dearman
Executive Director
Human Services Agency or Disability and Aging Services

Approved as to Form:

David Chiu
City Attorney

CONTRACTOR

[company name]

[name of authorized representative]
[title]
[optional: address]
[optional: city, state, ZIP]

Cell Phone:

Email:

City Supplier Number: **[Supplier Number]**

By: _____
Valerie Lopez
Deputy City Attorney

Approved:
Sailaja Kurella
Director of the Office of Contract Administration,
and Purchaser

By: _____
Name: **(of OCA Purchaser):** _____

Attached: Appendix XX [List revised Appendices, if any]