

BLANKET PURCHASE ORDER AGREEMENT FOR  
AS-NEEDED INTERPRETATION AND TRANSLATION SERVICES

This agreement ("Agreement"), dated as of April 7, 2026 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Interpreters Unlimited, Inc. (hereinafter "Contractor").

This Agreement is entered by and on behalf of the County. Notwithstanding, the County's Purchasing Agent is a designated purchasing agent for various County affiliates, including the Sonoma County Water Agency and the Sonoma County Community Development Commission. Such entities are intended beneficiaries of the right to obtain as-needed services in accordance with this Agreement. Contractor acknowledges and agrees that such affiliated entities may obtain services pursuant to this Agreement on the same terms and conditions stated herein. In the event any such affiliated entity so elects, said entity shall be entitled to all rights, privileges, and responsibilities of County as stated herein, and all references to "County" shall be deemed to mean and apply to the affiliated entity. In such event, said affiliated entity, and not County, shall be solely responsible for its obligations and any liabilities arising under the Agreement and/or its particular work order. Further, notice designations and deliverables otherwise due County (including certificates of insurance and additional insured provisions) shall be conformed and submitted in the name and for the benefit of the contracting affiliate entity.

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified Interpretation and Translation services provider, experienced in providing interpretation, translation and related services; and

WHEREAS, in the judgment of the County of Sonoma Purchasing Department, it is necessary and desirable to secure Contractor to be available for such services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Scope of Services.

- 1.1 Contractor's Specified Services. Contractor shall perform Interpretation and Translation services described in Exhibit A – Scope of Work, attached hereto and incorporated herein by this reference (hereinafter "Services and Charges"), on an "as needed" basis and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A – Scope of Work, the provisions in the body of this Agreement shall control.

All services shall be performed on an as-needed basis as determined by County in its sole discretion. For actual requests for work and specific service requirements, Contractor shall provide a written quote-based rates provided in Exhibit A-1 Services/Charges for service need provided by the requesting County department or affiliate. All quotes shall be consistent with and be deemed to incorporate the terms and conditions of this Agreement, including hourly rates. If approved in writing by the requesting County department or affiliate, Contractor shall then provide the requested services pursuant to and incorporating all terms and conditions of this Agreement. In no event shall Contractor be paid for services without specific written County department or affiliate approval of a requested quote.

No amount of services or purchase orders are guaranteed. Nothing herein grants Contractor any exclusive right to provide any services, and County reserves all right and discretion to obtain any and all services from other providers.

1.2 Cooperation with County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.
- b. [INTENTIONALLY OMITTED]
- c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other



factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

1.5 Contract Exhibits.

This Agreement includes the following exhibits, which are hereby incorporated by reference as though fully set forth herein:

Exhibit B. Business Associate Addendum

Exhibit D. Language Access Implementation Plan

2. Payment. For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the following terms:

2.1 Rates. For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the rate sheet set forth in Exhibit "A1 Services Charges," attached hereto and incorporated herein by this reference. Rates are all-inclusive for all expenses and costs of services, including but not limited to all costs of labor, fuel, vehicles and equipment, and travel.

2.2 Modification of Rates. Requests for rate modifications after the expiration of the original term of the Agreement must be in writing and include supporting documentation. Requests shall be submitted to the County of Sonoma Purchasing Division at least 60 days prior to the requested rate modification. County reserves the right to reject or allow any rate increase, in County's sole discretion. Approved rate increases will only become effective after approval of the increase. Retroactive rate increases will not be considered. Any approved rate increase shall be set forth in a written amendment to the Agreement and signed by both parties. The County may consider price modifications by comparing the request with the Consumer Price Index (CPI).

2.3 Accounts and Billing. Contractor shall maintain separate accounts for each department, division, or affiliate that requests services pursuant to this Agreement. Bills shall be submitted separately for each department, division, and affiliate that has requested services. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the department, division, or affiliate receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) Department information including Department name, Division name (if applicable), Department's accounting reference number, address of pick up, date of pick up, volume of pick up and type of boxes; and (iii) Cost of service. Expenses not expressly authorized by the Agreement shall not be reimbursed.

2.4 Payments. Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

2.5 Withholdings. Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

2.6 Overpayment. If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County, or at County's option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

3. Term of Agreement. The term of this Agreement shall be from the Effective Date to April 7, 2027, with the option to extend for four (4) additional one-year periods unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination for Convenience. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement or any Task Order by giving 5 days written notice to Contractor.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement or any Task Order, County may immediately terminate this Agreement or any Task Order by giving Contractor written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this

Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement or any Task Order by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement or the Task Order by Contractor.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement or any Task Order on behalf of the County. In addition, the Purchasing Agent, in consultation with County Counsel, shall have the authority to terminate this Agreement or any Task Order on behalf of the County.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.
6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, Contractors, and other agents to maintain, insurance as described in Exhibit C, attached hereto and incorporated herein by this reference.

7. Prosecution of Work. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.
8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not exceed any delegated signature authority, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the appropriate department, division, or affiliate head in a form approved by County Counsel. The Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor.

9.1 Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement

Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County

9.4 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's

Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not

exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
12. Method and Place of Giving Notice, Submitting Bills and Making Payments. Other than as otherwise stated herein, all notices, bills, payments and correspondence shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service to the following:

COUNTY:  
COUNTY OF SONOMA  
ATTN: PURCHASING DIVISION  
400 AVIATION BLVD. SUITE 100  
SANTA ROSA, CA. 95403

CONTRACTOR:  
INTERPRETERS UNLIMITED, INC.  
8943 CALLIANDRA ROAD  
SAN DIEGO, CA. 92126

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Federal Provisions

13.1 FEMA. Certain work under this Agreement may be funded in part or entirely by financial assistance from the Federal Emergency Management Agency. With regard to all such work, Contractor shall comply and acknowledges compliance with the terms and conditions attached hereto as Exhibit G – FEMA PA Contract Rider v.11-15-24, incorporated herein by reference.

13.2 FAA. Certain work under this Agreement may be performed at County's Charles M. Shultz, Sonoma County Airport (STS). With regard to all such work, Contractor shall comply and acknowledges compliance with the terms and conditions attached hereto Exhibit E - Federal Provisions - FAA, incorporated herein by reference.

14. Artificial Intelligence. Contractor acknowledges it has been advised regarding County's Administrative Policy "9-6 Information Technology Artificial Intelligence (AI) Policy." Compliance with County's AI Policy includes:

14.1 County reserves the right to review any AI technology that may be used to support the services and/or deliverables to be performed under this Agreement.

14.2 Any use of AI technology in performance of this Agreement or otherwise using County data or information must comply with applicable law, responsible industry standards and best practices, and County's AI Policy, including: requirements as to human and professional oversight, data bias mitigation, accuracy review, and approval of all outputs; restrictions on use of confidential, restricted, or protected data; and intellectual property and legal compliance.

14.3 All use of County data or information, including any protected, confidential, or restricted information, utilizing AI technology shall comply with all usage, disclosure, and security requirements applicable to such data and information as set forth in this Agreement or under applicable law or regulation.

14.4 Contractor represents and warrants that all work product, including any AI-capabilities and any AI-generated content, shall not infringe or misappropriate any intellectual property or other proprietary right of any third party(s).

14.5 AI technology alone shall not be used to create any final work product that requires a professional license or certificate, nor shall it be used in violation of the professional standards required of all work under this Agreement.

15. Miscellaneous Provisions.

15.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

15.2 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

15.3 No Third-Party Beneficiaries. Other than as for use of this Agreement by the County-affiliated entities as otherwise stated herein, nothing contained in this



Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

15.4 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

15.5 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

15.6 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

15.7 Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

15.8 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR: Interpreters Unlimited Inc.

COUNTY: COUNTY OF SONOMA

By: Shamus Sayed  
Shamus Sayed (Feb 20, 2026 16:14:42 PST)

CERTIFICATES OF INSURANCE  
REVIEWED AND ON FILE:

Name: Shamus Sayed

By: \_\_\_\_\_  
Department Head or Designee

Title: CEO

Date: \_\_\_\_\_

Date: Feb 20, 2026

APPROVED AS TO FORM FOR COUNTY:

By: N/A  
County Counsel

Date: \_\_\_\_\_

AGREEMENT EXECUTED:

By: \_\_\_\_\_  
Purchasing Agent

Date: \_\_\_\_\_

## **Exhibit A – Scope of Work**

### Document Translation

- Document translation services shall include the translation of communication materials in standard alternate formats. The standard alternative format options are large print, audio CD, data CD, and Braille.
- Translate source documents (in languages other than English) into English.
- Support all major office and graphic programs, including but not limited to WORD, PDF, Quark, Publisher, etc.
- Translated documents in editable formats (e.g., Word, PDF, InDesign, HTML) that mirror the original layout.
- Engage in interactive processes with project staff to allow for review and corrections by proofreaders to determine the most appropriate translations of terms in a culturally respectful manner.
- Translate documents according to instructions provided by project staff.
- Possess capacity to respond to rush requests within a short turnaround time to accommodate program deadlines.
- Upon request, provide a cost estimate for the requested service within 24 hours of receipt of the service request. Written approval accepting the cost estimate of the requested services, must be received prior to the service(s) being rendered.
- Provide e-mail and/or hard copies and/or disks of translated materials in within the requested timeframe specified by department.
- Enact and maintain a strict confidentiality policy.

### Oral Interpretation

- Provide onsite oral interpreters in requested languages.
- Provide and schedule oral interpreters in as short a turnaround time as possible (i.e., within 24 to 48 hours).
- Accept telephone requests from project staff, assign interpreters, and provide confirmation to project staff in a timely manner.
- Ensure that interpreters assigned are culturally competent, are familiar with the nature of interactions with social service clients, and are sensitive to the barriers that clients face, in terms of language, disabilities (both mental and physical), and educational levels.
- Enact and maintain a strict confidentiality policy.

### Interpretation for Persons with Hearing Impairments

- Provide and schedule interpreters in as short a turnaround time as possible (i.e., within 24 to 48 hours).
- Must accept telephone requests from program staff, assign interpreters, and provide confirmation to program staff in a timely manner.
- Experience in working with minimal language skills clients and can respond to such needs by providing a certified deaf interpreter to accompany the interpreter and serve as a relay interpreter.

- Ensure that interpreters assigned are culturally competent, are familiar with the nature of interactions with social service clients, and are sensitive to the barriers that clients face, in terms of language, disabilities (both mental and physical), and educational levels.
- Provide interpreters certified in American Sign Language (ASL) or other languages appropriate to persons with hearing disabilities.
- Enact and maintain a strict confidentiality policy.

#### Video Remote Interpreting (VRI)

- Provide interpreting over a video platform with at least some of the parties in another location.
- Provide video telecommunication service using devices such as web cameras or videophones to provide sign language or spoken language interpreting services.
- Enact and maintain a strict confidentiality policy.

#### Over the Phone Interpreting (OPI)

- Provide interpreting over a telephone line with at least come of the parties in another location.
- A 3-way conference call among an interpreter, a non-English speaking individual, and an English-speaking second party.
- Enact and maintain a strict confidentiality policy.

#### Website Translation

- The County may elect to use various automated or machine-translation technologies to translate website content that does not meet the standard of *vital documents*, so long as the County ensures that a qualified human translator is available to answer any questions about the translation or need for clarification of the translation.
- Refer to Exhibit D – Language Access Implementation Plan for definition and details related to *vital documents*.
- Enact and maintain a strict confidentiality policy.

#### Emergency Response and Availability

- Majority of services are anticipated to be needed Monday through Saturday between 6 a.m. and 5 p.m. and on Sundays and holidays when necessary. Hours are subject to change upon 24 hours notification by the County.
- During times of emergencies including significant adverse weather, there is a potential that the County may require 24-hour service on short notice. In such cases, the County will allow for overtime charges meeting the following guidelines:
  - a) All overtime must be pre-approved by the requesting department.

- b) Overtime will be paid if work is required on the following days: New Year's Day, Easter Sunday, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

\*Travel time is the amount of time it takes for a driver at the beginning of a shift to drive to the job site locations and the amount of time it takes for the driver at the end of the shift to drive from the job site locations.

# EXHIBIT A1 -SERVICES/CHARGES

## ***Process for ordering services***

Describe the process for ordering services:

Clients may request services by phone, email, or through our proprietary IU Match Connect platform. Requests are processed 24/7/365 by our scheduling team, who match the assignment with the most qualified interpreter or translator.

Confirmation is provided promptly, and urgent or on-demand needs are typically fulfilled within minutes.

## ***Document Translation***

Do you offer document translation services (Yes or No)? Yes

|                                                                                                                                               |                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| Is there a minimum service charge? If yes, provide details.                                                                                   | No               |
| <b>1-2 hour response time (same day):</b><br>What is your rate per page or per word?                                                          | \$35.00 per page |
| <b>24-48 hours response time:</b> What is your rate per page or per word?                                                                     | \$35.00 per page |
| <b>3-5 days response time:</b> What is your rate per page or per word?                                                                        | \$35.00 per page |
| <b>6 or more days response time:</b> What is your rate per page or per word?                                                                  | \$35.00 per page |
| Are the languages available for document translation different than the list at the bottom of this attachment? If so, please provide details. | No               |
| Any additional charges, including equipment pricing. Please provide details.                                                                  | No               |

## ***Oral Interpretation (In-Person Services)***

Do you offer in-person services (Yes or No)? Yes

|                                                                            |                      |
|----------------------------------------------------------------------------|----------------------|
| Is there a minimum service charge? If yes, provide details.                | Yes, 2 hour minimum. |
| <b>1-2 hour response time (same day):</b><br>What is your per-minute rate? | \$1.65               |

|                                                                                                                                             |                  |
|---------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| <b>1-2 hour response time (same day):</b><br>What language is available if it differs from the listing below?                               | \$1.65           |
| <b>24-48 hours response time:</b> What is your per-minute rate?                                                                             | \$1.65           |
| <b>3-5 days response time:</b> What is your per-minute rate?                                                                                | \$1.65           |
| <b>6 or more days response time:</b> What is your per-minute rate?                                                                          | \$1.65           |
| Are there different rates for services provided outside of 8am-5pm Monday through Friday PST? If yes, provide details.                      | No               |
| What is your travel policy, rates and expenses                                                                                              | IRS Mileage Rate |
| Are the languages available for in-person services different than the list at the bottom of this attachment? If so, please provide details. | No               |
| Any additional charges, including equipment pricing. Please provide details.                                                                | No               |

***Interpretation For Persons with Hearing Impairments (In-Person Services)***

Do you offer in-person services (Yes or No)? Yes

|                                                                                                                        |                      |
|------------------------------------------------------------------------------------------------------------------------|----------------------|
| Is there a minimum service charge? If yes, provide details.                                                            | Yes, 2 hour minimum. |
| <b>1-2 hour response time (same day):</b><br>What is your per-minute rate?                                             | \$2.10               |
| <b>1-2 hour response time (same day):</b><br>What language is available if it differs from the listing below?          | \$2.10               |
| <b>24-48 hours response time:</b> What is your per-minute rate?                                                        | \$2.10               |
| <b>3-5 days response time:</b> What is your per-minute rate?                                                           | \$2.10               |
| <b>6 or more days response time:</b> What is your per-minute rate?                                                     | \$2.10               |
| Are there different rates for services provided outside of 8am-5pm Monday through Friday PST? If yes, provide details. | No.                  |
| What is your travel policy, rates and expenses                                                                         | IRS Mileage Rate     |

|                                                                                                                                             |     |
|---------------------------------------------------------------------------------------------------------------------------------------------|-----|
| Are the languages available for in-person services different than the list at the bottom of this attachment? If so, please provide details. | No. |
| Any additional charges, including equipment pricing. Please provide details.                                                                | No. |

### ***Video Remote Interpretation Services (VRI)***

**Do you offer video remote interpretation services (Yes or No)?** Yes.

|                                                                                                                                                |                                                                 |
|------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| Is there a minimum service charge? If yes, provide details.                                                                                    | No.                                                             |
| What is your rate per minute?                                                                                                                  | \$0.90/Min Spanish, \$1.50/Min All Other Spoken, \$2.50/Min ASL |
| Are there different rates for services provided outside of 9am-5pm Monday through Friday Pacific Standard Time (PST)? If yes, provide details. | No.                                                             |
| Are you available 24 hours a day, 7 days a week?                                                                                               | Yes.                                                            |
| If you are not available 24/7, what days and hours are you available?                                                                          | N/A                                                             |
| Are the languages available for phone services different than the list at the bottom of this attachment? If so, please provide details.        | No.                                                             |
| Any additional charges, including equipment pricing. Please provide details.                                                                   | No.                                                             |

### ***Over the Phone Interpreting (OPI)***

**Do you offer phone services (Yes or No)?** Yes.

|                                                                                                                                                |        |
|------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Is there a minimum service charge? If yes, provide details.                                                                                    | No.    |
| What is your rate per minute?                                                                                                                  | \$0.60 |
| Are there different rates for services provided outside of 9am-5pm Monday through Friday Pacific Standard Time (PST)? If yes, provide details. | No.    |
| Are you available 24 hours a day, 7 days a week?                                                                                               | Yes.   |
| If you are not available 24/7, what days and hours are you available?                                                                          | N/A    |



|                                                                                                                                         |     |
|-----------------------------------------------------------------------------------------------------------------------------------------|-----|
| Are the languages available for phone services different than the list at the bottom of this attachment? If so, please provide details. | No. |
| Any additional charges, including equipment pricing. Please provide details.                                                            | No. |

### *Website Translation*

The County may elect to use various automated or machine-translation technologies to translate website content that does not meet the standard of vital documents, so long as the County ensures that a qualified human translator is available to answer any questions about the translation or need for clarification of the translation.

### *Languages offered*

- |                                                            |                                                |                                                  |
|------------------------------------------------------------|------------------------------------------------|--------------------------------------------------|
| <input checked="" type="checkbox"/> American Sign Language | <input checked="" type="checkbox"/> Hmong      | <input checked="" type="checkbox"/> Russian      |
| <input checked="" type="checkbox"/> Arabic                 | <input checked="" type="checkbox"/> Ilocano    | <input checked="" type="checkbox"/> Samoan       |
| <input checked="" type="checkbox"/> Armenian               | <input checked="" type="checkbox"/> Indonesian | <input checked="" type="checkbox"/> Serbian      |
| <input checked="" type="checkbox"/> Bengali                | <input checked="" type="checkbox"/> Italian    | <input checked="" type="checkbox"/> Shanghainese |
| <input checked="" type="checkbox"/> Bosnian                | <input checked="" type="checkbox"/> Japanese   | <input checked="" type="checkbox"/> Sinhalese    |
| <input checked="" type="checkbox"/> Burmese                | <input checked="" type="checkbox"/> Khmer      | <input checked="" type="checkbox"/> Somali       |
| <input checked="" type="checkbox"/> Cambodian              | <input checked="" type="checkbox"/> Korean     | <input checked="" type="checkbox"/> Spanish      |
| <input checked="" type="checkbox"/> Cantonese              | <input checked="" type="checkbox"/> Laotian    | <input checked="" type="checkbox"/> Swahili      |
| <input checked="" type="checkbox"/> Croatian               | <input checked="" type="checkbox"/> Malay      | <input checked="" type="checkbox"/> Tagalog      |
| <input checked="" type="checkbox"/> Czech                  | <input checked="" type="checkbox"/> Mandarin   | <input checked="" type="checkbox"/> Tamil        |
| <input checked="" type="checkbox"/> Dari                   | <input checked="" type="checkbox"/> Mien       | <input checked="" type="checkbox"/> Thai         |
| <input checked="" type="checkbox"/> Dutch                  | <input checked="" type="checkbox"/> Mongolian  | <input checked="" type="checkbox"/> Tibetan      |
| <input checked="" type="checkbox"/> Farsi                  | <input checked="" type="checkbox"/> Nepali     | <input checked="" type="checkbox"/> Tigrinya     |
| <input checked="" type="checkbox"/> French                 | <input checked="" type="checkbox"/> Oromo      | <input checked="" type="checkbox"/> Taishanese   |
| <input checked="" type="checkbox"/> Fukienese              | <input checked="" type="checkbox"/> Pashto     | <input checked="" type="checkbox"/> Tongan       |
| <input checked="" type="checkbox"/> German                 | <input checked="" type="checkbox"/> Polish     | <input checked="" type="checkbox"/> Turkish      |
| <input checked="" type="checkbox"/> Gujarati               | <input checked="" type="checkbox"/> Portuguese | <input checked="" type="checkbox"/> Urdu         |
| <input checked="" type="checkbox"/> Hakka                  | <input checked="" type="checkbox"/> Punjabi    | <input checked="" type="checkbox"/> Vietnamese   |
| <input checked="" type="checkbox"/> Hindi                  | <input checked="" type="checkbox"/> Romanian   |                                                  |

***Please list any additional languages that are available that is not on this list:***

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Interpreters Unlimited provides language services in over 200 languages. See attached language list.

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## Language List

IU provides interpretation and translation services including, *but not limited to*, the following languages:

|                       |                       |                     |
|-----------------------|-----------------------|---------------------|
| Afrikaans             | Hungarian             | Punjabi             |
| Akan                  | Ibo                   | Romanian            |
| Albanian              | Ilocano               | Russian             |
| Amharic               | Ilongo                | Samoan              |
| Apakapa               | Indonesian            | Sephardic Konkan    |
| Arabic (six dialects) | Italian               | Serbian             |
| Armenian              | Japanese              | Shanghai Chinese    |
| Ashkarik              | Kamasaja              | Sibuan              |
| Assyrian              | Kanarese              | Sicilian            |
| Azerbaijani           | Kannada               | Sign Language (ASL) |
| Basque                | Kapangpongan          | Sindhi              |
| Bengali               | Karen                 | Sinhalese           |
| Bosnian               | Kinyarwanda           | Slovakian           |
| Bulgarian             | Kirundi               | Slovenian           |
| Burmese               | Konkani               | Somali              |
| Cambodian             | Korean                | Spanish             |
| Cantonese             | Kurdish               | Swahili             |
| Catalan               | Laotian               | Swedish             |
| Cebuano               | Latvian               | Tagalog             |
| Chamorro              | Lithuanian            | Taiwanese           |
| Chiu Chow             | Macedonian            | Tagrinyan           |
| Choktaw               | Malay                 | Tamil               |
| Chuukese              | Malayalam             | Telugu              |
| Creole                | Malaysian             | Thai                |
| Croatian              | Mandarin              | Toisan              |
| Czech                 | Marathi               | Tongon              |
| Danish                | Mesquito              | Tulu                |
| Dari                  | Mestaco               | Turkish             |
| Dutch                 | Mien                  | Ukrainian           |
| Estonian              | Minh                  | Urdu                |
| Farsi                 | Mixteco               | Urghur              |
| Fijian                | Moldavian             | Vietnamese          |
| Fijian-Hindi          | Mongolian             | Visayan             |
| Finnish               | Nagamese              | Yemeni              |
| Flemish               | Nepali                |                     |
| French                | Norwegian             |                     |
| Fukien Chinese        | Nuer                  |                     |
| Georgian              | Oaxaca                |                     |
| German                | Oromo                 |                     |
| Greek                 | Pangasinan            |                     |
| Gujarati              | Papiamento            |                     |
| Haitian Creole        | Pashto                |                     |
| Hakka                 | Persian               |                     |
| Hebrew                | Polish                |                     |
| Hindi                 | Pompango              |                     |
| Hmong                 | Portuguese, Brazilian |                     |
| Hoiping Chinese       | Portuguese, European  |                     |



interpretation



translation



transportation



sign language

**Exhibit B. HIPAA Business Associate Addendum to the Agreement for  
Services between County of Sonoma and Interpreters Unlimited, Inc.**

This Business Associate Addendum (“Addendum”) supplements and is made a part of the services agreement (“Agreement”) by and between County of Sonoma (“County”) and Interpreters Unlimited, Inc. (“Business Associate”).

**RECITALS**

WHEREAS, County is a Hybrid Entity as defined under 45 Code of Federal Regulations (“CFR”) Section 164.103;

WHEREAS, Interpreters Unlimited, Inc. is a Business Associate as defined under 45 CFR Section 160.103;

WHEREAS, County wishes to disclose certain information to Business Associate pursuant to the terms of Addendum, some of which information may constitute Protected Health Information (“PHI”), including electronic Protected Health Information (“ePHI”);

WHEREAS, County and Business Associate intend to protect the privacy and provide for the security of PHI, including ePHI, disclosed to Business Associate pursuant to Addendum in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104 191 (“HIPAA”), regulations promulgated thereunder by the U.S. Department of Health and Human Services, and other applicable laws; and

WHEREAS, as part of the HIPAA Regulations, the Privacy Rule and Security Rule require County to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, including ePHI, as set forth in, but not limited to, 45 CFR Sections 164.502(e), 164.504(e), and 164.308(b)(1) and contained in Addendum.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to Addendum, the parties agree as follows:

**1. Definitions**

Terms used, but not otherwise defined, in Addendum shall have the same meaning as those terms in the HIPAA Regulations as set forth at 45 CFR Sections 160.103, 164.304, and 164.501.

- A. HIPAA Regulations. “HIPAA Regulations” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules as set forth at 45 CFR Part 160 and Part 164.
- B. Breach. “Breach” shall mean the acquisition, access, use, or disclosure of PHI in a manner not permitted under 45 CFR Part 164 Subpart E and that compromises the security or privacy of PHI as defined at 45 CFR Section 164.402.
- C. Business Associate. “Business Associate” shall have the same meaning as the term “Business Associate” as set forth at 45 CFR Section 160.103.
- D. Covered Entity. “Covered Entity” shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 CFR Section 160.103. For purposes of this Addendum, this term is intended to mean the County of Sonoma.

- E. Data Aggregation. “Data Aggregation” shall have the same meaning as the term “Data aggregation” as set forth at 45 CFR Section 164.501.
- F. Designated Record Set. “Designated Record Set” shall have the same meaning as the term “designated record set” as set forth at 45 CFR Section 164.501.
- G. Disclosure. “Disclosure” shall mean the release of, transfer of, provision of access to, or divulging in any manner information outside the entity holding the information in accordance with 45 CFR Section 160.103.
- H. Health Care Operations. “Health Care Operations” shall have the same meaning as “Health care operations” as set forth at 45 CFR Section 164.501.
- I. Individual. “Individual” shall have the same meaning as the term “Individual” as set forth at 45 CFR Section 164.501, except that the term “Individual” as used in this Addendum shall also include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
- J. Minimum Necessary. “Minimum Necessary” shall mean the minimum amount of PHI necessary for the intended purpose, as set forth at 45 CFR Sections 164.502(b) and 164.514(d): Standard: Minimum Necessary.
- K. Privacy Rule. “Privacy Rule” shall mean the HIPAA Standards for Privacy of Individually Identifiable Health Information as set forth at 45 CFR Part 160 and 45 CFR Part 164 Subparts A and E.
- L. PHI. “PHI” shall have the same meaning as the term “protected health information” as set forth at 45 CFR Section 160.103, except limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity.
- M. Required by Law. “Required by law” shall have the same meaning as the term “required by law” as set forth at 45 CFR Section 164.103.
- N. Secretary. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“DHHS”) or his/her designee.
- O. Security Incident. “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of personally identifiable information. A Security Incident includes the attempted or successful unauthorized access, use, disclosure, modification, or destruction of or interference with systems operations in an information system which processes PHI that is under the control of Covered Entity or Business Associate of Covered Entity, but does not include minor incidents that occur on a daily basis, such as scans, “pings,” or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.
- P. Security Rule. “Security Rule” shall mean the HIPAA Security Standards for the Protection of ePHI as set forth at 45 CFR Part 160 and 45 CFR Part 164 Subparts A and E.
- Q. Subcontractor. “Subcontractor” shall mean a subcontractor of Business Associate that creates, receives, maintains, or transmits PHI on behalf of Business Associate.

- R. Unsecured PHI. “Unsecured PHI” shall have the same meaning as the term “unsecured protected health information” as set forth at 45 CFR Section 164.402, except limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity.
- S. Use. “Use” shall mean, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information in accordance with 45 CFR Section 160.103.

## 2. Obligations of Business Associate

Business Associate acknowledges that Business Associate is directly required to comply with the HIPAA Regulations and that Business Associate (including its subcontractors) may be held directly liable for and be subject to penalties for failure to comply. To the extent Business Associate is to carry out one or more of County's obligations under 45 CFR Part 164 Subpart E of the Privacy Rule, Business Associate agrees to comply with the requirements of 45 CFR Part 164 Subpart E that apply to County in the performance of such obligations.

## 3. Use or Disclosure of Protected Health Information

Except as otherwise provided in Addendum, Business Associate shall use and/or disclose PHI only as necessary to perform functions, activities, or services documented in <Exhibit A (Scope of Work) or include in this document> of this Agreement for or on behalf of County, provided that such use and/or disclosure does not violate the HIPAA Regulations. Business Associate agrees not to further use or disclose PHI other than as permitted or required by Addendum or as required by law. Business Associate must make reasonable efforts to limit PHI to the Minimum Necessary to accomplish the intended purpose of the use, disclosure, or request. The uses of PHI may not exceed the limitations applicable to County under the HIPAA Regulations.

If Protected Health Information is mental health information subject to Ca. Welfare and Institutions Code 5328 et. seq., contractor shall also comply with the provisions of Ca. Welfare and Institutions Code 5328 et. seq. regarding the use, disclosure, and storage of such information.

If Contractor is in possession or has access to information regulated by Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2, (42 CFR Part 2), Contractor shall comply with all related regulations.

Contractor is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.

## 4. Prohibited Uses and Disclosures

- A. Contractor shall not disclose Department PHI about an individual to a health plan for payment or health care operations purposes if the Department PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. Section 17935(a) and 45 CFR Section 164.522(a).
- B. Contractor shall not directly or indirectly receive remuneration in exchange for PHI.

5. Designation of a Privacy Officer and a Security Officer.

- A. Contractor shall designate a qualified and trained Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of the HIPAA Security Rule (45 CFR Part 164 Subpart C).
- B. Contractor shall designate a qualified and trained Privacy Officer to oversee its information privacy program who shall be responsible for carrying out the requirements of the HIPAA Privacy Rule (45 CFR Part 164 et. seq.)
- C. The individual designated to the above roles may be the same individual so long as they are qualified and able to effectively perform the duties of both designations.

6. Safeguarding Protected Health Information

Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by Addendum. Business Associate shall implement administrative, physical, and technical safeguards and shall comply with 45 CFR Part 164 Subpart C with respect to ePHI that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI created, received, maintained, or transmitted on behalf of County and prevent the use or disclosure of PHI other than as provided for by Agreement.

- A. Encryption Requirements for Transmission and Storage of Electronic Data. All ePHI transmitted to Business Associate by County, and/or for or on behalf of County by Business Associate, and/or to County by Business Associate shall be provided or transmitted using encryption methods which renders such ePHI unusable, unreadable, or indecipherable by unauthorized persons. All ePHI stored by Business Associate on electronic media shall be protected using encryption methods which render such ePHI unusable, unreadable, or indecipherable by unauthorized persons. Encryption of ePHI in transit or at rest shall use a technology or methodology set forth by the Secretary in the guidance issued under Section 13402(h)(2) of Public Law 111-5, and in accordance with the National Institute of Standards Technology (NIST) and Standards and Federal Information Processing Standards (FIPS), as applicable.
- B. Destruction of PHI on paper, film, or other hard copy media must involve either shredding or otherwise destroying the PHI so that it cannot be read or reconstructed.
- C. Should any employee or subcontractor of Business Associate have direct, authorized access to County computer systems that contain ePHI, Business Associate shall immediately notify County of any change of such personnel (e.g., employee or subcontractor termination, or change in assignment where such access is no longer necessary) in order for County to disable the previously authorized access.

7. Notification of Breach, Unauthorized Use or Improper Disclosure

Business Associate must notify County in writing of any access, use, or disclosure of PHI not permitted or provided for by Addendum and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations of which Business Associate becomes aware. A breach or unauthorized access, use, or disclosure shall be treated as discovered by Business Associate the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to Business Associate or to any

person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent, or other representative of Business Associate.

- A. Notification must be made as soon as practicable, but not later than 24 hours after discovery, by telephone call to 707-565-5703 plus e-mail to:

DHS-Privacy&Security@sonomacounty.gov , and will include:

- 1) The identification of each Individual whose PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed; and
  - 2) A description of any remedial action taken or proposed to be taken by Business Associate.
- B. Business Associate must provide a complete report of the investigation to the County Privacy and Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the “Privacy Incident Report” form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the County requests information in addition to that listed on the “Privacy Incident Report” form, Contractor shall make reasonable efforts to provide the County with such information.
- C. Business Associate must mitigate any harm that results or may result from the breach, security incident, or unauthorized access, use, or disclosure of unsecured PHI by Business Associate or its employees, officers, subcontractors, agents, or other representatives.
- D. Following a breach or unauthorized access, use, or disclosure of unsecured PHI, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such corrective action, and to make this documentation available to County.

#### 8. Agents and Subcontractors of Business Associate

In accordance with 45 CFR Sections 164.502(e)(1)(ii) and 164.308(b)(2), and to the extent that Business Associate uses any agent, including a subcontractor, to which Business Associate provides PHI received from, created by, maintained by, or received by Business Associate on behalf of County, Business Associate shall execute an agreement with such agent or contractor containing a requirement to ensure compliance with the same restrictions and conditions that apply through Addendum to Business Associate with respect to PHI.

#### 9. Access to Protected Health Information

At the request of County, and in the time and manner designated by County, Business Associate shall provide access to PHI in Designated Record Set to an Individual or County to meet the requirements of 45 CFR Section 164.524, and Ca. Health & Safety Code 123100 et. seq.

10. Amendments to Designated Record Set

Business Associate shall make any amendment(s) to PHI in Designated Record Set as directed or agreed to by County, or to take other measures necessary to satisfy County's obligations under 45 CFR Section 164.526.

11. Accounting of Disclosures

Business Associate shall document and make available such disclosures of PHI and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

12. Records Available to County, State, and Secretary

Business Associate shall make available internal practices, books, and records related to the use, disclosure, and privacy protection of PHI received from County, or created, maintained, or received by Business Associate on behalf of County, to County, State, or the Secretary for the purposes of investigating or auditing Business Associate's compliance with the HIPAA Regulations in the time and manner designated by County, State, or Secretary.

13. Return or Destruction of Protected Health Information

A. Upon termination of Addendum for any reason, Business Associate shall:

- 1) Return all PHI received from County; return all PHI created, maintained or received by Business Associate on behalf of County; and return all PHI required to be retained by the HIPAA Regulations; OR:
- 2) at the discretion of County, destroy all PHI received from County, or created, maintained, or received by Business Associate on behalf of County. Destruction of PHI on paper, film, or other hard copy media must involve shredding or otherwise destroying the PHI in a manner which will render the PHI unreadable, undecipherable, or unable to be reconstructed. Business Associate shall certify in writing that such PHI has been destroyed.

B. In the event Business Associate determines that returning or destroying PHI is not feasible, Business Associate shall provide County notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

14. Data Aggregation

Business Associate may provide data aggregation services related to the health care operations of County as permitted by 45 CFR Section 164.504(e)(2)(i)(B).

15. Other Applicable Laws

Business Associate shall comply with all other applicable laws to the extent that such state confidentiality laws are not preempted by HIPAA.



16. Penalties/Fines for Failure to Comply with HIPAA

Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with the obligations imposed by HIPAA.

17. Training of Employees and Enforcement of Requirements

Business Associate shall train and use reasonable measures to ensure compliance with the requirements of this Business Associate Agreement by employees who assist in the performance of functions or activities on behalf of County under this Contract and use or disclose protected information; and discipline employees who intentionally violate any provisions.

18. Amendments to Addendum

No amendment of Addendum shall be effective unless and until such amendment is evidenced by a writing signed by the parties. County and Business Associate agree to take such action as is necessary to amend Addendum as required for County to comply with the requirements of the HIPAA Regulations. However, any provision required by HIPAA Regulations to be in Addendum shall bind the parties whether or not provided for in Addendum.

19. Termination of Addendum

If Business Associate should fail to perform any of its obligations hereunder, or materially breach any of the terms of Addendum, County may terminate Addendum immediately upon provision of notice stating the reason for such termination to Business Associate. County, within its sole discretion, may elect to give Business Associate an opportunity to cure such breach.

20. Material Breach

A breach by Business Associate or any of its agents or subcontractors of any provision of Addendum, as determined by County, shall constitute a material breach of Addendum and shall provide grounds for immediate termination of Addendum.

21. Indemnification

Business Associate agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees from and against any actions, claims, damages, liabilities, disabilities, or expenses that may be asserted by any person or entity, including Business Associate, that arise out of, pertain to, or relate to Business Associate's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under Agreement. Business Associate agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Business Associates' or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under Agreement. Business Associates' obligations under Article 5 (Indemnification) apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Business Associate's expense, subject to Business Associate's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Business Associate or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

**Exhibit C**

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

**1. Workers Compensation and Employers Liability Insurance**

- a. Required if Consultant has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

**2. General Liability Insurance**

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d. **County of Sonoma, its Officers, Agents and Employees**, shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and

include a “separation of insureds” or “severability” clause which treats each insured separately.

**h. Required Evidence of Insurance:**

- i.** Copy of the additional insured endorsement or policy language granting additional insured status;
- ii.** Copy of the endorsement or policy language indicating that insurance is primary and non-contributory; and
- iii.** Certificate of Insurance.

**3. Automobile Liability Insurance**

- a.** Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b.** Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c.** Insurance shall cover hired and non-owned autos.
- d.** Required Evidence of Insurance: Certificate of Insurance.

**4. Professional Liability/Errors and Omissions Insurance**

- a.** Minimum Limit: \$1,000,000 per claim or per occurrence.
- b.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County.
- c.** If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d.** Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e.** Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

**5. Standards for Insurance Companies**

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

**6. Documentation**

- a.** The Certificate of Insurance must include the following reference: **BPO: As-Needed Interpretation and Translation Services**
- b.** All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c.** The name and address for Additional Insured endorsements and Certificates of Insurance is:

**County of Sonoma Public Infrastructure  
Attn: Purchasing Division  
400 Aviation Blvd. Suite 100  
Santa Rosa, CA 95403**

- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

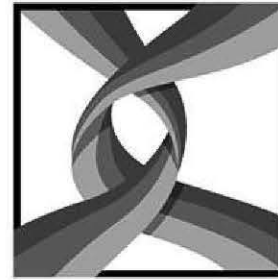
**7. Policy Obligations**

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

**8. Material Breach**

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

**Exhibit D**  
**LANGUAGE ACCESS IMPLEMENTATION PLAN**



OFFICE of EQUITY  
COUNTY OF SONOMA

# LANGUAGE ACCESS IMPLEMENTATION PLAN

**MAY 14, 2024**

*County of Sonoma Language Access & Language Justice Project  
Prepared by Dr. Bill Rivers of Nimdzi Insights  
in collaboration with the Sonoma County Office of Equity*

## DOCUMENT INFORMATION

|                          |                   |
|--------------------------|-------------------|
| Policy Scope: Countywide | Review Cycle:     |
| Version:                 | Next Review Date: |
| Effective Date:          | Last Amended:     |

## ADMINISTRATIVE ENTITY

TBD, County of Sonoma

## RELATED REGULATORY REFERENCES

1. Presidential Executive Order 13166
2. 45 CFR 92.101
3. Americans With Disabilities Act
4. Dymally-Alatorre Bilingual Services Act, Cal. Gov't Code §§ 7290–7299.8
5. Cal. Code Regs. tit. 9, § 3610(b)(1)
6. Cal. Code Regs. tit. 9, § 3620(h)(A)(2)
7. Cal. Code Regs. tit. 9, § 3650 (a)(1); (a)(5)(A)(B)
8. Cal. Gov't Code §§ 11018, 11410.60(c)(3)
9. Cal. Gov't Code § 11135(a)(d)

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# **LANGUAGE ACCESS IMPLEMENTATION PLAN FOR THE COUNTY OF SONOMA**

## **INTRODUCTION**

The County of Sonoma Language Access Implementation Plan was developed as part of a year-long project in 2023, led by the Office of Equity. This project aimed to improve the County's provision of language access to its residents and to improve meaningful interactions with their local government. The provision of language access is required by Federal and State Law.

The Language Access Project assessed the language access needs, coverage, and gaps in the County of Sonoma, through an analysis of language and other demographic data; a comparison of the County's legal and regulatory framework for language access with federal, California, and municipal laws, regulations, policies, and plans; consultations with County of Sonoma employees and leaders; and, most importantly, consultations with community members representing the linguistically diverse populations of the County of Sonoma.

## **PURPOSE**

This Language Access Implementation Plan will guide the implementation of the County of Sonoma Language Access Policy. This Plan provides detailed goals, objectives, and benchmarks for the implementation of the County of Sonoma Language Access Policy. It details the responsibilities of County departments and agencies, actions to be taken to implement the Plan, and timelines for these actions.

## **SCOPE**

Countywide; all County of Sonoma departments and agencies.

## VALUES

The County of Sonoma Language Access Plan and Policy (LAPP) embodies and carries out the following values of the County of Sonoma:<sup>1</sup>

- **Anti-Racism:** The LAPP reinforces the value of anti-racism by enhancing countywide efforts to more meaningfully and effectively communicate and engage with minoritized and indigenized residents of the County, in particular those whose identity includes a language other than English as their language of communication;
- **Design to the Margins:** The LAPP explicitly addresses a key social factor in the marginalization of residents of the County: home language. Moreover, as home language intersects with multiple other identity markers associated with systematic marginalization, including race, ethnicity, documentation status, and social and economic standing, the provision of effective and meaningful language access represents a deliberate and intentional step towards addressing these markers. Finally, this LAPP reflects extensive engagement with marginalized language communities in the County of Sonoma, and incorporates the feedback, advice, and perspectives of representatives of these communities.<sup>2</sup>
- **Collective and Transformative Leadership:** The LAPP incorporates lessons learned, feedback, and insights from across the government of the County of Sonoma.
- **Authentic Collaboration:** The LAPP exemplifies authentic collaboration because it was developed with significant input from community members and community-based organizations in the County.
- **Transparency and Accountability:** The LAPP explicitly includes provisions and procedures for transparency and accountability in the provision of language access to the residents of the County who need such access to equitably participate in the full civic life of the County.

## LEAD & RESPONSIBLE AGENCIES

| AGENCY ROLE        |     |
|--------------------|-----|
| LAPP Administrator | TBD |

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<sup>1</sup> For the full statement of Values of the Office of Equity of the County of Sonoma, see <https://sonomacounty.ca.gov/administrative-support-and-fiscal-services/office-of-equity/vision-mission-and-values>

<sup>2</sup> See Report B-4: Qualitative Findings on Community Outreach (Focus Groups)

|                                    |         |
|------------------------------------|---------|
| LAPP Resourcing                    | CAO/BOS |
| LAPP Data Collection               | TBD     |
| LAPP Reporting                     | TBD     |
| LAPP Accountability and Evaluation | TBD     |

## SITUATION OVERVIEW

The County of Sonoma is linguistically diverse. According to the 2020 US Census, at least 12% of the residents of the County of Sonoma, aged 5 years and older – more than 49,000 people – speak a language other than English at home and speak English less than “very well,” thus meeting the definition of Limited English Proficient (LEP). In this Plan, Linguistically Diverse (LD) or non-English speaking is being used instead of LEP. More than 40,000 of these individuals speak Spanish, comprising 10% of the County’s population, and more than 75 other languages are spoken by County residents.<sup>3</sup> County residents who do not speak English well enough to engage with County agencies, or who do not speak English at all, report significant language barriers, including: a lack of interpreters in their languages; discrimination based on Limited English Proficient status, including the denial of interpreters when requested; poor quality translations in their languages, leaving residents confused about how to access County services; and for speakers of Indigenous Languages of Mexico, Guatemala, and other countries of Central America, misidentification as Spanish speakers, sometimes over their specific objections to this misidentification.

Language access is mandated by federal and California laws and regulations. Title VI of the Civil Rights Act of 1964 prohibits discrimination based on national origin and, as elaborated in Presidential Executive Order 13166, Title VI requires recipients of Federal funding to provide meaningful language access to non-English speaking individuals whom they serve. For the Deaf and Hard of Hearing, and the Blind and Vision Impaired, language access is mandated under the federal Americans with Disabilities Act. The California Dymally-Alatorre Bilingual Services Act, Government Code §7290 et seq. requires California State and local public agencies serving a Substantial Number of limited English-speaking people to provide services and materials in the language(s) spoken by those persons. California

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<sup>3</sup> See Report A-3: Demographic Analysis of linguistically diverse communities in Sonoma County and STATE OF CALIFORNIA, COUNTY, AND MUNICIPAL LANGUAGE ACCESS LAWS and regulations

Government Code §11135 et seq. is parallel to the federal Title VI, but broader and includes more protected classes. It prohibits discrimination on the basis of: race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. The term “ethnic group identification” is defined by state regulations as including linguistic characteristics or language.

Therefore, it is a legal obligation of the County of Sonoma and its agencies to provide language access to non-English speaking and Deaf and Hard of Hearing individuals seeking County services or interacting with County agencies. As the Deaf, Hard of Hearing, Blind and Vision Impaired individuals are covered under the American with Disabilities Act, the focus of the Language Access Plan and Policy is on non-English speaking individuals.

## **CURRENT COUNTY INVESTMENT**

Currently, there are 740 County employees certified as Bilingual and receiving a bilingual premium. Bilingual premiums vary based on the level of proficiency (basic and fluent) and applicable Salary Resolution or Memorandum of Understanding.

The County also has Blanket Purchase Orders (BPOs) for interpretation and translation services with approximately 13 different companies. Total spending across these companies is just under \$1.1 million from 2020 to present. Additionally, individual departments may have their own contracts for translation and interpretation services not reflected in the BPO costs.

Thus, the current costs for County language access are large and a deeper fiscal analysis is needed to ascertain the total annual costs being spent on language access. During Phase One of the Language Access implementation plan, these complete costs can be obtained and assist in the later implementation phases.

## **BEST PRACTICES IDENTIFIED**

- Hiring more bilingual and culturally responsive county staff across departments
- Providing professional native language interpretation services, whether in-person or phone-based
- Translating key documents, forms, and signage into residents' languages
- Ensuring emergency alerts and disaster communications go out in most commonly spoken languages
- Creating community liaison roles from communities experiencing marginalization to inform cultural sensitivity

- Conducting public outreach and meetings in partnership with trusted community organizations
- Supporting cultural events and community gathering spaces
- Accommodating language needs proactively rather than relying on residents to self-advocate
- Incorporating visual, audio and verbal modes to increase accessibility
- Compensating community members for interpretation/translation assistance
- Expanding availability of language access law trainings
- Adding bilingual options across communication channels (websites, over-the-phone interpreting (OPI), virtual remote interpreting (VRI), etc.)

In summary, through inclusive professional practices around staffing, contracting, translation, interpretation, meeting facilitation and information delivery, Sonoma County agencies can grow in literacy, break dependence on children, family members, and other informal translators and interpreters, ensure equitable emergency information flows, validate cultural communication preferences, and ultimately ensure that all residents across languages can access their preferred language for best interaction with their local government.

## SPECIFIC GAPS IDENTIFIED AND RECOMMENDATIONS:

### ADMINISTRATIVE GAPS

Administrative gaps were identified through examining County language access policies and procedures, to the extent that these exist, as well as through interviews with County Supervisors and focus groups with County language access leads, bilingual staff, staff and contracted interpreters.

- 1. The County lacks centralized language access resources, including:**
  - a. Technical assistance on language access for County agencies; and,**
  - b. Standardized training in language access for County personnel.**

**Recommendation:** The County should designate a County Language Access Authority (LAA), with a clear understanding of language access requirements and processes and can work across the County government to provide:

- Technical assistance to all County agencies regarding language access
- Staff training on language access for County personnel.

**2. The County lacks centralized tracking of language access requests and spending.**

**Recommendation:** The County should implement centralized tracking of language access requests and spending, under the responsibilities of the County Language Access Authority.

**3. While the County has BPO contracts for language access, the level of awareness of them, the quality of services delivered, and the level of utilization across County agencies varies widely.**

**Recommendations:** The County should centralize its language access contracting, with technical oversight provided by the County Language Access Authority, including:

- Examining all current contracts for ways to improve the quality of the services delivered;
- Including quality metrics in future contracts.
  - For virtual and telephonic language access, including a complete list of languages required, as well as a Service Level Agreement regarding the time to connect with an interpreter;
  - For all contracts, including provisions requiring adherence to industry standards and State and Federal laws and regulations regarding the qualifications of translators and spoken interpreters;
- Adding information on how to access County language access contracts to the training recommended above.

## **SERVICE GAPS**

Service gaps were identified as with administrative gaps, with additional information coming from the community engagement focus groups.

**1. There is a perception among community members that many County agencies lack language services and in-language access to information;**

**Recommendation:** The County should develop and execute a comprehensive language access outreach plan to engage with Community-Based Organizations regarding the County Language Access Policy and Plan, the civil right to language

access as guaranteed by California and Federal laws and regulations, and how residents can obtain language access when engaging with County agencies.

**2. County telephone menus have no options for phone-based assistance in non-English/Spanish languages;**

**Recommendation:** The County of Sonoma should work with its telephone providers to install a module to help with language identification; several commercial options are available.

**3. Community members noted a complete absence of professional interpretation services in languages like Mixteco, Triqui, Chatino, Tagalog, Fijian, etc.**

**Recommendation:** As noted above, contracts for language access should specify all languages known to occur in the County, as well as including a requirement to provide any other language which may arise. This is a standard practice in language access, and all of the languages listed here can be provided by language services companies, at least in telephonic or remote mode.

**4. Community members noted a lack of access assistance with understanding/completing English forms;**

**Recommendation:** Sight translation and document assistance should be included in the modes of language access offered by the County.

**5. Community members and some County language access leads noted that translations of County documents often include confusing bureaucratic processes and terminology, both of which may be unfamiliar to immigrants to the County;**

**Recommendation:** The County and its agencies should examine how materials are written in English, strive for clarity and readability, and adhere to the Federal Plain Language Guidelines and the Plain Writing Act of 2010. This will assist translators when these documents are rendered in another language. However, it is likely that some level of legal and technical language will remain in County documents and forms. Therefore, the County should work with Community-Based Organizations as

part of its outreach to them, to help explain commonly used forms and documents in terms understood by community members.

**6. Community members noted that COVID-19 testing/vaccine access information not accessible without language support;**

**Recommendation:** The County should make public health and other emergency information available in multiple languages, ideally by translating materials into the top 10 languages in the County, and providing short videos in Indigenous languages, through language services contractors or qualified County employees.

As of the 2013 American Community Survey, Spanish, Tagalog, Chinese (Cantonese, Mandarin and other Chinese languages), German, French, Vietnamese, Portuguese, Italian, African languages and Pacific Island languages are the most prevalent non-English languages spoken by county residents.<sup>4</sup> However, as noted in the County Demographic Analysis, some speakers of indigenous languages of Mexico, Central and South America may be listed as Spanish speakers, even though they are more proficient in their native languages. The Language Access Coordinator should work to identify the indigenous language needs of the community and ensure that public health and emergency information is also provided in those languages, which include Mixteco, Triqui, Chatino, among others.

**7. Community members noted that there is no existing infrastructure to consistently engage community liaisons from linguistic groups who experience marginalization.**

**Recommendation:** The County should work consistently with Community-Based Organization leads as part of its ongoing community engagement.

## **SERVICE LIMITATIONS:**

- 1. As noted in the Demographic report for this project, Spanish is the only language in which the County is obligated to provide translations of vital documents as defined in Executive Order 13166. However, given the linguistic diversity of the County, this creates the gap noted above with respect to availability of documents in other languages. Considering the linguistic diversity of the County, there are a significant number of languages of lesser diffusion, with relatively few speakers**

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<sup>4</sup> The [Demographic Analysis of Linguistically Diverse Communities in Sonoma County](#) provides a list of languages spoken by residents in the County.



**of each language present in the County. These circumstances contribute to fiscal limitations, as it may not be fiscally feasible to provide translations in every language present in the County, even if desired;**

**Recommendations:** Sight Translation and document assistance should be included in the modes of language access offered by the County.

- 2. For certain languages, the speakers of that language may not have literacy in the language, depending on their level of schooling in their country of origin, and whether the language has a written form.**

**Recommendation:** The County's language access services should include the provision of short, in-language videos on key topics, in languages where literacy may be limited.

- 3. Natural disasters pose specific challenges:**
  - a. Geography and cellular and internet access;**
  - b. Language access personnel may be impacted themselves by a disaster and thus be unavailable to provide language access services.**

**Recommendation:** The County should seek technical assistance from the US Department of Homeland Security on best practices in language access during natural disasters.

## CONCLUSION

While the County of Sonoma demonstrates a general understanding of and commitment to providing language access, there are clear gaps and limitations that need to be addressed. Centralizing language access efforts under a County Language Access Authority, improving contracting, expanding outreach and engagement with community organizations, addressing gaps in translations and interpretations, and planning for disasters can significantly improve access and equity. By implementing the recommendations outlined above, the County of Sonoma will be better positioned to serve its diverse linguistic communities in line with federal and state laws. Moving forward with purposeful language

access efforts will require commitment of resources, but will lead to more just and equitable access to vital services.

## **PLAN OVERVIEW:**

The County of Sonoma Language Access Plan will transform language access for County residents through transformational change to the approach to and infrastructure for language access in the County.

In Phase 1 the County will:

- Establish a single County point of contact for language access oversight and support by designating the department that will be the Language Access Authority;
- Coordinate centralized resources for the provision of language access;
- Develop a countywide budget and relevant staff resources for language access after adoption of the Language Access Policy.
- Begin developing sustaining relationships with Community-Based Organizations (CBOs) to assist the County in:
  - Proactive outreach to non-English speaking populations regarding the availability of language access services;
  - Developing language access resources, especially by training interpreters in Indigenous languages and other languages of lesser diffusion;
- Report to the residents of the County on the implementation of the Language Access Plan.

In Phase 2, the County will

- Appropriate funds to support language access across all County departments, agencies and offices;
- Train county personnel on the County's Language Access Policy, language access laws, and accessing language service contractors
- Report to the residents of the County on the implementation of the Language Access Plan.

## **COUNTYWIDE ACTIONS**

1. The County of Sonoma will adopt a final Language Access Policy and Plan in 2024.

2. The County of Sonoma will assign responsibility for administration and oversight of the Language Access Policy and Plan to a department that will be the Language Access Authority (LAA) by the end of 2024.
  - i. Under this responsibility, the County of Sonoma will task that department to develop countywide mechanisms to implement the language access policy of the County.
3. The County of Sonoma will appropriate funds and authority for administering and overseeing language access to the responsible LAA department.

## **LANGUAGE ACCESS AUTHORITY ACTIONS**

### **Phase 1**

1. The LAA will develop countywide mechanisms to implement the language access policy of the County of Sonoma within a year after adopting the Language Access Polity, including the following:
  - a. The Office of Equity recommends hiring a Language Access Coordinator, with responsibility and resources to implement the County's language access policy and plan
  - b. Developing a "one stop shop" for language access for County of Sonoma government stakeholders, including:
    - i. Technical assistance for County agencies;
    - ii. Practical information on how to use countywide language access resources, including FAQs as well as user-friendly links to County language access contractors;
    - iii. A language access helpline.
2. The LAA will develop countywide language access services RFPs to cover:
  - a. Remote interpreting services
  - b. Website localization services
  - c. Document translation services
  - d. In-person interpreting services.

In developing the RFPs for remote and in-person interpreting services, the LAA will include best practice guidance for language access in natural disasters, as developed by the US Department of Homeland Security, Office of Civil Rights.

Additionally, in developing RFPs for language access, the LAA will incorporate guidance on best practices for language access in Indigenous languages, incorporate Federal Plain Language Guidelines, and will consult with

Community-Based Organizations which work with Indigenous language communities in the County.<sup>5</sup>

3. The LAA will award countywide language access contracts, per action item 2. It is expected that multiple vendors may be required to cover all languages present in the County, and to cover all of the geographic regions of the County.
4. The LAA will develop an accountability and evaluation process within a year after adopting the Language Access Policy, to include:
  - a. A formal, web-based language access accountability form, available at a minimum, in English and Spanish, with language access notification in the top 10 languages spoken in the county (that is, notices to the effect that the form can be completed with assistance in other languages upon request);
  - b. A formal process to ensure accountability for language access provision, consistent with County ordinances and California and Federal laws and regulations;
  - c. Community outreach to CBOs to enable third-party, no-fault reporting of language access challenges. This function will not include the resolution of complaints of disparate treatment or disparate impact, but will serve as an additional source of information to continuously improve language access.
5. The LAA will develop staff training on language access for all County employees within the first year after adopting the Language Access Policy. Staff training will include:
  - a. An overview of County, State, and Federal laws, regulations, and policies pertaining to language access;
  - b. Concise information on the linguistic and cultural diversity of the County of Sonoma;
  - c. Concise information on the following motivations for the provision of language access:
    - i. Civil rights requirements under California and Federal laws and regulations;
    - ii. The benefits of providing language access, including improvements in the delivery of County services, increased engagement with County residents, among other benefits;
    - iii. The social justice imperative in delivering language access, as essentially any resident or visitor requiring language access is disadvantaged in comparison to those who do not require language access;

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<sup>5</sup> For example, see the DHS Draft Indigenous Language Access Plan: <https://www.dhs.gov/publication/dhs-indigenous-languages-plan>

- d. Concise and practical “how-to” information for frontline staff and their managers, on the following topics:
  - i. How to determine when language access is required, with the default being to offer language access if any concern exists regarding effective communication in English;
  - ii. How to access centralized County resources, such as Over the Phone Interpreting (OPI) services and Virtual Remote Interpreting (VRI) services;
  - iii. Additional requirements and challenges in providing language access to Indigenous language speakers, who may present with Spanish names and may have a geographic origin in a Spanish-speaking country, but who are not Spanish speakers. These individuals may require:
    - 1. Relay interpreting (to and from their Indigenous language into Spanish, then to and from Spanish into English);
    - 2. Sight translation of written material in English or Spanish into their indigenous languages;
    - 3. Reading materials written in their languages aloud, as many Indigenous speakers come from countries with no education in their language and may thus lack literacy in the language;
- e. Concise information on why the use of minor children, other family members, and community members brought in by the resident are not allowed except in exceptional, emergent circumstances;
- f. Common mistakes and misperceptions in the provision of language access;
- g. The complaint process for language access complaints.

## **Phase 2**

- 6. The LAA will deliver staff training to all county employees within the second year after adoption of the Language Access Policy.
- 7. The LAA will deliver community outreach on the County Language Access Policy, starting in Phase 1, and continuing through Phase 2. This will include:
  - a. Partnerships with Community-Based Organizations to facilitate outreach, promote language access, and provide practical information to community members;
  - b. Exploring pilot programs with Community-Based Organizations and local interpreter trainers to identify and train potential Indigenous Language interpreters;

8. The LAA will regularly collect data on the provision of language access in the County, including:
  - a. Data from each County agency and office on language access provided;
  - b. Data on how language access was provided, including
    - i. County bilingual employees
    - ii. County staff interpreters
    - iii. Contract interpreters (local on site; over the phone, and virtual remote)
  - c. Cost of providing language access

Data will be reported by language, department/agency, geographic location, and type of delivery.

The LAA will develop its data collection plan during Phase 1 and begin implementation by Phase 2.

9. The LAA will prepare annual reports for the Board of Supervisors on the implementation of the County Language Access Plan.

## DEFINITIONS

**ADA (Americans with Disabilities Act)** – The ADA is a civil rights law that prohibits discrimination against individuals with disabilities in all areas of public life, including jobs, schools, transportation, and all public and private places that are open to the general public. In the context of this study, the ADA applies to the provision of ASL (American Sign Language) interpretation.

**Bilingual Employee** – A County employee who is proficient in the English language and a language other than English that is spoken by non-English speakers who are residents of the County of Sonoma. The County of Sonoma maintains policies and procedures to determine the ability of Bilingual Employees (e.g., Basic or Fluent) to provide language access. Employees may receive a premium for using bilingual skills as outlined in the applicable memorandum of understanding or the Salary Resolution.

**Certified Deaf Interpreter (CDI):** Holders of this certification are deaf or hard of hearing and have demonstrated knowledge and understanding of interpreting, deafness, the Deaf community, and Deaf culture. Holders have specialized training and/or experience in the use of gesture, mime, props, drawings and other tools to enhance communication. Holders possess native or near-native fluency in American Sign Language and are recommended

for a broad range of assignments where an interpreter who is deaf or hard-of-hearing would be beneficial. (Source: Registry of Interpreters for the Deaf)

**County** – the County of Sonoma

**Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290 et. Seq.)** – An act signed into law in 1973 to eliminate language barriers that prevent non-English speaking individuals from having equal access to public services. This Act mandates that state and local agencies directly involved in the furnishing of information or the rendering of services to the public utilize language services to enable access to any non-English speaking population that meets the threshold of 5% or more of the total population.

**Deaf or Hard-of-Hearing Individual (DHH Individual)** – Someone who is limited in their ability to communicate due to total or partial hearing loss. Deaf and Hard of Hearing individuals may use American Sign Language as their native language, but Deaf and Hard of Hearing individuals from outside the United States will likely use another signed language. In the context of language access, Deaf individuals may require an American Sign Language (ASL) interpreter and/or Certified Deaf Interpreter (CDI), or an interpreter of another signed language.

**EO 13166** – An executive order issued in August 2000 by President William J. Clinton that clarifies the requirements for LEP individuals under Title VI of the Civil Rights Act. Specifically, EO 13166 clarifies the prohibition on national origin discrimination in Title VI as extending to discrimination based on the language status of the individual. The order requires federal agencies and any recipients of federal aid to implement policies and procedures to ensure non-English speaking individuals can meaningfully access the services of said agencies, at no cost to the non-English speaking individual.

**Interpreting** – Oral language assistance provided by an interpreter either in-person or via a telephone interpretation service.

**Relay Interpreting:** – Interpreting from language A into language B, and then from language B into language C. For example, for many Indigenous Languages of Mexico and Central America, there are very few interpreters capable of rendering the interpreting into English. In such cases, Relay Interpreting is required, where one interpreter will work from Chatino (for example) into Spanish, and a second interpreter from Spanish into English. Relay interpreting may also be required with Deaf and Hard of Hearing individuals, when 1) the Deaf or Hard of Hearing individual signs in a language other than American Sign Language, such as Nicaraguan or Mexican Sign Language; 2) the Deaf or Hard of Hearing

Individual does not have sufficient proficiency in American Sign Language (ASL) to communicate through an ASL interpreter. In these cases, the best practice is to engage a Certified Deaf Interpreter, who interprets to and from ASL, and an ASL interpreter, who provides interpreting into and out of English.

**Qualified Interpreter** – For spoken languages, a Qualified interpreter for a non-English speaking individual means an interpreter who via a remote interpreting service or an on-site appearance:

1. Has demonstrated proficiency in speaking and understanding both spoken English and at least one other spoken language;
2. Is able to interpret effectively, accurately, and impartially to and from such language(s) and English (or another language, in the case of Relay Interpreting), using any necessary specialized vocabulary or terms without changes, omissions, or additions and while preserving the tone, sentiment, and emotional level of the original oral statement; and
3. Adheres to generally accepted interpreter ethics principles, including client confidentiality.

For signed languages, a Qualified Interpreter means an interpreter possessing a valid certification from the Registry of Interpreters for the Deaf as an ASL Interpreter or a Certified Deaf Interpreter.

**LAPP (Language Access Plan and Policy)** – The Language Access Plan and Policy provides a set of standard language justice and access operating guidelines for the County of Sonoma, or “best practices,” and standards to ensure that local partners shall provide culturally and linguistically responsive language services and may be used by County staff to close language and accessibility gaps in services.

**LEP Individual** – Someone who does not speak English as their primary language and is limited in their ability to read, write, speak or understand English. LEP status is defined in Presidential Executive Order 13166.<sup>6</sup> Many LEP persons are in the process of learning English and may read, write, speak, and/or understand some English, but not proficiently. LEP status may be context specific; for example, an individual who has sufficient English skills for daily communication may need language access during a medical appointment, or at a disaster recovery center, among other contexts. An individual may have sufficient language skills to communicate basic information (name, address, etc.) but may not have sufficient skills to communicate detailed information in English.

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<sup>6</sup> See <https://www.justice.gov/crt/executive-order-13166>



**LSC (language services company) and LSP (language services provider)** – A company that provides professional language services including translation, interpretation, localization, etc. (Source: ASTM F3130-2018, Standard Practice for Language Service Companies).

**Localization** – the process whereby a website, service, or product is adapted to a specific culture and language.

**Meaningful Access** – Language assistance that results in accurate, timely, and effective communication at no cost to the individual who is limited English proficient. Meaningful access means access that is not significantly restricted, delayed or inferior as compared to programs or services provided to persons who are proficient in the English language.

**OPI (Over the Phone Interpretation, otherwise known as telephonic interpreting or OPI for short)** – A 3-way conference call among an interpreter, a non-English speaking individual, and an English-speaking second party.

**Sight-Translation** – The oral rendering of what is written in one (source) language into another (target) language without adding, omitting or distorting meaning. For example, an interpreter might be asked to provide sight-translation of a form or notice from a County agency.

**Signed Language** – A language where information is conveyed through the use of physical signs, through the use of the hands, facial expression, body position, and other non-verbal means. Signed languages include American Sign Language (ASL), and its dialects, which are the primary signed language among American Deaf and Hard of Hearing individuals. Other signed languages, such as British Sign Language (BSL), Nicaraguan Sign Language (NSL), are linguistically distinct languages and are not mutually intelligible with ASL.

**Substantial Number of LEP Individuals** – A group of non-English speaking County residents who speak a shared language other than English and numbers at least 5% of the total County population (in accordance with State language threshold standards) and/or numbers at least 10,000 individuals (in accordance with federal language threshold guidance).

**Translation** – Written language assistance provided by a translator.

**Qualified Translator** – Qualified translator means a translator who:

1. Has demonstrated proficiency in writing and understanding both written English and at least one other written non-English language;
2. Is able to translate effectively, accurately, and impartially to and from such language(s) and English, using any necessary specialized vocabulary or terms without changes, omissions, or additions and while preserving the tone, sentiment, and emotional level of the original written statement; and,
3. Adheres to generally accepted translator ethics principles, including client confidentiality.

**Vital Documents** – Any document that is critical for ensuring meaningful access to the recipients' major activities and programs by beneficiaries generally and non-English speaking persons specifically. Whether or not a document (or the information it solicits) is “vital” depends upon the importance of the program, information, encounter, or service involved, and the consequence to the non-English speaking person if the information in question is not provided accurately or in a timely manner.

Examples of vital documents include applications for services and benefits, consent and complaint forms; notices of rights and disciplinary action; notices advising non-English speaking persons of the availability of free language assistance; and letters or notices that require a response from the beneficiary or client.

“Vital document” is a term used in federal regulation, including EO 13166 and 45 CFR 92.101. While California state legislation establishing the state right to language access (the Dymally-Alatorre Bilingual Services Act) does not use this exact term, it requires state and local agencies to provide meaningful access to the same types of content (i.e., information that affects rights, duties, or privileges) and applies a slightly broader scope to include any written materials that solicit information from the non-English speaking individual or provide them with information. In this document, the term “vital documents” will refer to any document that meets either the federal or state standard for content that the city is required to provide to non-English speaking individuals in a non-English language.

**VRI** – Video Remote Interpreting (VRI) is a video telecommunication service that uses devices such as web cameras or videophones to provide sign language or spoken language interpreting services.

## Exhibit E

### FEDERAL PROVISIONS - FAA

#### 1. ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

#### 2. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

#### 3. GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

The **Charles M Schulz – Sonoma County Airport**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business

enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- 49 CFR part 21 (Non-discrimination in Federally Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964).
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance).
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age).
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex).
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq*) (Prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38.
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (Prohibits discrimination on the basis of race, color, national origin, and sex).
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations).
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination

includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)].

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

**Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

**A. Compliance with Regulations:**

The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**B. Nondiscrimination:**

The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

**C. Solicitations for Subcontracts, including Procurements of Materials and Equipment:**

In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

**D. Information and Reports:**

The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**E. Sanctions for Noncompliance:**

In the event of a Contractor’s noncompliance with the nondiscrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal

Aviation Administration may determine to be appropriate, including, but not limited to:

- i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- ii. Cancelling, terminating, or suspending a contract, in whole or in part.

**F. Incorporation of Provisions:**

The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**4. CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

**5. TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant. In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

**6. EQUAL OPPORTUNITY CLAUSE**

**A. During the performance of this contract, the Contractor agrees as follows:**

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during

employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B.** The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C.** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- D.** The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E.** The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F.** The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G.** In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies

invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- H. The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## 7. CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Consultant certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Consultant has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

## 8. FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.



**Exhibit F**  
**AI Policy**

# Administrative Policy 9-6 Information Technology Artificial Intelligence (AI) Policy

**Approved by:** Board of Supervisors of the County of Sonoma ("County"), and the Boards of Directors of the Russian River County Sanitation District, Sonoma Valley County Sanitation District, Occidental County Sanitation District, South Park County Sanitation District, and the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District (collectively referred to hereinafter as "Special Districts"), and the Sonoma County Water Agency ("Agency"), and the Board of Commissioners of the Sonoma County Community Development Commission ("Commission"). The County, Special Districts, Agency and Commission are collectively referred to herein as "Local Agencies" or singularly as "Local Agency."

**Approval Date:** 9/10/2024

## Purpose

The purpose of this policy is to define the scope in which Artificial Intelligence (AI) may be utilized by Local Agency employees and others performing work on behalf of the County. AI is an evolving technology and, while it may be used to perform a variety of functions and/or tasks, it is essential that this policy be followed to ensure compliance with existing laws, regulations, and policies related to data protections and proper usage.

## Scope

This policy applies to all Local Agencies, contractors, and any other third-party individuals or entities who have access to AI technologies or are involved in using AI tools or platforms on behalf of the County of Sonoma, whether on or off County premises.

In addition to this policy specific to AI and County Administrative Policy 9-2 Information Technology Use and Security Policy, Local Agencies may provide additional guidance on the use of AI. Where a conflict exists between this Policy and a Local Agency's policy, the more restrictive policy will take precedence. Users shall

consult with their supervisor or manager to inquire about any additional guidance the Local Agency may have regarding usage.

## Maintenance

This Policy is subject to review at least annually by the Information Systems Director or Designee.

## Definitions

Artificial Intelligence (AI) — Artificial intelligence is the simulation of human intelligence processes by machines, especially computer systems that are used to perform tasks that could act and learn in such a way that could replace human intelligence. Examples of AI include:

- Limited Memory Artificial Intelligence (AI) – A form of AI that mimics the human brain’s ability to retain information and learn from past experiences. Examples of commonly used technologies in this category include generative AI, virtual assistants, and chatbots.
- Generative Artificial Intelligence (AI) — is a technology that can create content, including text, images, audio, or video, when prompted by a user. Generative AI systems learn patterns and relationships from massive amounts of data, which enables them to generate new content that may be similar to the original data. The systems generally require a user to submit prompts that guide the generation of new content. ChatGPT is one type of Generative AI tool that is currently used for text-based generations and conversations.
- ChatGPT (CHAT Generative Pretrained Transformer) — A Generative AI-powered chatbot from the OpenAI research company that simulates a human speaking English and other languages. ChatGPT is used to generate a response when asked open-ended questions about any topic. It is also used for writing or fine-tuning letters, emails, or other documents; writing and troubleshooting program code; composing music; producing short essays or articles; and much more.
- Machine Learning (ML) — Machine learning is a subset of artificial intelligence (AI) and computer science which focuses on the use of data and algorithms to imitate the way that humans learn, and gradually improving its

accuracy and performance based on the data it consumes. ML could also identify patterns and make predictions from data and past experience.

- Microsoft Copilot – A free AI tool that incorporates a limited version of OpenAI’s ChatGPT into Microsoft Bing and Edge, and it is available as a digital assistant type of program starting with Windows 11.
- Microsoft Copilot Pro – A premium version of Microsoft Copilot that incorporates the paid version of OpenAI’s ChatGPT into Microsoft Bing and Edge, and it is available as a digital assistant type of program starting with Windows 11.
- Microsoft Copilot for Microsoft 365 — A version of Microsoft Copilot that interfaces with data that is stored in Microsoft 365, such as Email, OneDrive, and SharePoint Online. Microsoft 365 Copilot also integrates with M365 apps, such as Word, Excel, PowerPoint, Teams, etc. There are many other AI tools, but the above tools are some of the higher profile tools that are available at this time.

## Adverse Action

Failure to comply with this Policy manual may result in disciplinary action up to, and including, termination in accordance with County Civil Service Rules or a Local Agencies’ separate and distinct disciplinary rules and procedures.

## Policy

### 1. Introduction

This policy encompasses the use of all AI technologies, with a particular focus on Limited Memory AI technologies, such as Generative AI, given that Generative AI represents the predominant form of AI currently in use. Some examples of common tasks that Generative AI may assist users with, include creating or editing:

- Emails and letters
- Sales and advertising materials
- Spreadsheet calculations
- Document or information sorting
- Coding development or debugging
- Blog posts, reports, and other publications
- Outlines or summaries of information
- Policies and job descriptions
- Memoranda and similar documents

There can be risks in using this technology, including uncertainty about ownership of the AI-created content and security and privacy concerns with inputting proprietary or confidential information about an employee, client, operations, etc. when interacting with the AI technology. Additionally, the accuracy of the content created by these technologies cannot be relied upon, as the information may be outdated, protected, misleading or fabricated. This policy is provided in support of County Administrative Policy 9-2 Information Technology Use and Security Policy.

## 2. Roles and Responsibilities

Administrative Policy 9-2: Information Technology Use and Security Policy describes roles and responsibilities related to technology use and security, which are also relevant to this policy, but below are additional responsibilities related to artificial intelligence (AI).

### A. User Responsibilities

Users are all workforce members (employees or any other individual performing work on behalf of, or with approval of Local Agencies) authorized to access Local Agency IT resources and are responsible for:

1. Reviewing this policy to ensure that they understand the risks of using AI tools and how to use them in a safe, secure, and compliant manner; and
2. Using artificial intelligence in accordance with this policy.

### B. Local Agency Department Head/General Manager

Local Agency Department Head/General Manager and/or Designee are responsible for:

1. Enforcing this Policy manual within their Local Agency;
2. Ensuring all Users of Local Agency IT resources and data are made aware of this policy and that compliance is mandatory;
3. Ensuring all Users receive education regarding their responsibilities before using artificial intelligence;
4. Determining how Artificial Intelligence (AI) should be utilized by Users within their Local Agency and establishing supplemental artificial intelligence policies, standards, procedures, or guidelines as needed for their business

purposes, provided they are not less restrictive than County policies. Prior to final approval, Local Agency Department Head/General Manager and/or Designee are responsible for:

- a. Providing supplements to Human Resources for review;
  - b. Providing notice to employee organizations regarding any proposed supplements; and
  - c. Providing supplements to Local Agency's Local Information Service Provider to review for consistency with County/Local Agency IT security policies;
5. Provide training in support of established procedures and guidelines; and
  6. Obtaining a signed acknowledgment from Users that they have had an opportunity to read, and will comply with, this Policy manual before using artificial intelligence.

### 3. Limited Use

Due to the inherent risks of this new and evolving tool, and the need to comply with this policy and other County Administrative Policies, including but not limited to 9-2 Information Technology Use and Security, use of AI technology while performing work for the County of Sonoma must be limited. For example, no County confidential, restricted, personal, proprietary, or protected data of any kind, including data that is not owned by the County, may be shared (copied, typed, interfaced, etc.) with these platforms without performing a due diligence and compliance review as described below, which includes a review by County Counsel, as it would be a violation of County Administrative Policy 9-2 Information Technology Use and Security and, depending on the information, it may violate state and/or federal law. This includes installing AI technologies on County owned and managed systems. One of the key features of AI is its ability to memorize and learn from the information and data that is shared with it so, when AI has access to County data, even self-contained AI technologies that run on County owned and managed systems, it may share the sensitive data that was used to train it with others.

The use of transcription or other tools that have access to phone calls, video conferences, or other recorded conversations shall not be used without guidance from County Counsel. Use of these tools may violate attorney-client privilege,

California State law regarding the recording of two-party conversations (which is a crime), or other regulations, such as the Health Insurance Portability and Accountability Act (HIPAA) or Criminal Justice Information Systems (CJIS). If these services are not used properly then the individual using the technologies could violate the law, which could result in the individual being fined or imprisoned. For all of these reasons these technologies are discouraged although, for certain use cases, they may be appropriate when implemented with guidance from County Counsel.

AI tools are known for generating content that is not accurate or in some cases, the content is completely made up. This is referred to as AI hallucinations. For this reason, all AI generated content must be reviewed for accuracy. AI tools may also generate content that is the same or closely similar to content owned by others, including content that has a copyright, patent, or trademark. If any AI generated content is known to be or later discovered to owned by others, then immediately cease using the content and report the discovery to County Counsel for review.

Reliable sources for fact checking include official documents and statements, academic journals and publications, encyclopedia, and reference books (this does not include Wikipedia, or similar user-data driven websites), and government websites. Best practices for verifying data include but are not limited to checking multiple sources, critical thinking and context, peer-expert consultation, and checking for citations and references.

AI technology shall not be used for obtaining legal or other professional advice otherwise requiring licensure. AI technology shall not be used to create work product that requires a professional license or certificate e.g., legal, medical, engineering, surveying, etc. AI technology shall not be used as a replacement for required County Counsel review, or any review and certification by any other licensed professionals. Improper use of AI may constitute unlicensed practice of professional trades (e.g., unlicensed practice of law, unlicensed surveying, etc.), which is a crime.

## 4. Bias and Discrimination

AI technologies may produce biased or discriminatory results, so AI shall not be used for any type of decision-making activities that may exclude options from otherwise being considered.

Some activities that AI shall not be used for include, but are not limited to: Reviewing, narrowing down, or selecting potential new employees, employees for promotions, proposals submitted by potential vendors responding to request for proposals (RFP), decisions about health care, benefits, or any other type of activity that might exclude an option from otherwise being considered.

AI should only be used in a similar manner to a Google or Bing search, as part of an information gathering activity or to fine tune verbiage for a letter, email, or other document, where the final decision on how to proceed is left up to a human being.

Follow all applicable laws, regulations, and County policies when using AI.

## 5. Ethical Use

Each employee is responsible for using AI tools in a manner that ensures the security of sensitive information and aligns with County policies including, but not limited to, Sonoma County Administrative Policy 9-2 Information Technology Use and Security, Equal Employment Opportunity Policy, and Civil Service Rules. These technologies shall not be used to create content that is inappropriate, malicious, discriminatory, or otherwise harmful to others or the County.

Employees shall also comply with all data privacy and security standards such as those found in HIPAA, CJIS, the Internal Revenue Service (IRS), and the California Consumer Privacy Act (CCPA) to protect Personally Identifiable Information (PII), Protected Health Information (PHI), or any sensitive data in AI prompts. Employees must also treat AI prompts as if they were publicly visible online to anyone, and treat AI prompts, data inputs, and outputs as if they are subject to the California Public Records Act.

## 6. Transparency

The use of AI systems should be explainable to those who use and are affected by their use. To ensure transparency when using this technology, indicate when AI significantly contributed to a work product. When considering types of contributions, use the following guide as a template for citations:

1. Whole Document Example: [AI Assistance: This document was generated with the assistance of an Artificial Intelligence language model, OpenAI GPT-4, 2023.]



2. Whole Document Example: [Artificial Intelligence contributed to the development of this document using Google Bard, 2023.]
3. Specific Citation Example: OpenAI. (2023). *ChatGPT* (Mar 14 version) [Large language model]
4. In text example for specific information: (OpenAI, 2023)

## 7. AI Due Diligence and Compliance Review

Given the high risks associated with using AI, all AI technologies must be reviewed for security and compliance before they are implemented in order to ensure data protection, legal compliance, and adherence to County policies, covering the following key areas:

1. Data Access and Protection:
  - Identification of the types of data AI technologies will access; and
  - Assurance that data will be adequately protected against unauthorized access.
2. Vendor Data Usage:
  - Clarification on the vendor's intentions with the County's data, including:
    - i. Utilization for AI platform training purposes; and
    - ii. Potential sale or use of insights derived from County data.
3. Legal and Regulatory Compliance:
  - Evaluation of AI deployment against existing laws, regulations, and County policies to prevent legal violations.
4. Security Assessment:
  - Completion of a security review by the County Information Security Officer to identify and mitigate potential vulnerabilities.
5. Contractual and Legal Safeguards:
  - Review by County Counsel of all contracts or terms of use to ensure they contain adequate legal protections for the use and confidentiality of County data.

This comprehensive due diligence process is designed to safeguard both the County's interests and users of AI technologies.

## Summary

AI presents users with an opportunity to work better, faster, and smarter. However, because the technology and the laws surrounding it are evolving and present

unknown risks, its adoption comes with ethical considerations. Remember the following fundamental rules when using any AI technologies:

1. Never submit personal or confidential information into AI technologies.
2. Review, revise, test, and fact check any output from AI technologies.
3. Be transparent when content is drafted using AI technologies.
4. Return to this document often, as guidance on usage can change rapidly.
5. Consult with the County Information Security Officer and County Counsel before implementing new AI technologies.

By keeping the above guidance, County policies, and Civil Service Rules in mind when using AI technologies, we can take measures to help ensure the safe and responsible use of AI by the employees of the County.

## Related Documents

- Administrative Policy 9-2: Policy for Departmental Computer Use
- Administrative Policy 9-4: Information Technology Professionals Policy Manual
- Administrative Policy 9-5: Policy for Information Technology Governance

## Acknowledgments

Some content presented in This policy are condensed from various sources highlighting baselines for responsible and reliable AI including, but not limited to, Industry AI principles by [OpenAI](#), [Microsoft](#), and [Google](#) in addition to [NIST AI Risk Management Framework](#), [NIST Special Publication 1270](#), [Gartner](#), and materials generated by OpenAI ChatGPT that was reviewed by ISD.

## Revision History

| Version |           |     |                                                  |
|---------|-----------|-----|--------------------------------------------------|
|         | 9/10/2024 | All | New Artificial Intelligence (AI) Policy created. |

## County of Sonoma

### 9-6 Information Technology Artificial Intelligence (AI) Policy

#### Acknowledgment

I acknowledge that I have received, have been given the opportunity to read, and will comply with the County of Sonoma Administrative Policy 9-6 – Information Technology Artificial Intelligence (AI) Policy. I understand that failure to comply with the Policy may result in disciplinary action up to and including termination of employment.

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Print Name

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Signature

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Local Agency

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Date

## Appendix A - Generative AI Do's and Don'ts Guidelines

The following Do's and Don'ts are specifically tailored to Generative AI tools, such as ChatGPT, but the overall concepts remain the same for all AI tools.

### Do's

- **Provide Clear Instructions:** Begin your interaction with a clear and specific instruction to guide AI tool's response.
- **Experiment with Prompts:** If the initial response isn't what you're looking for, iterate by refining your prompts or instructions.
- **Ask Open-ended Questions:** Frame questions in a way that encourages detailed and informative responses, rather than simple yes/no answers.
- **Review and Edit:** Always personally review and edit the entire AI-generated content before using or sharing it to ensure accuracy and appropriateness.
- **Use as a Creative Tool:** Utilize reputable AI tools from providers such as Microsoft, OpenAI, and Google to brainstorm ideas, generate creative content, or explore new perspectives.
- **Provide Context:** When necessary, give context for your questions or prompts to help AI tools understand the context better.
- **Learn from Responses:** Engage in conversations with AI tools to learn new information or gain insights on various topics.
- **Share Constructive Feedback:** If AI tools provide inaccurate or inappropriate responses, provide feedback to help improve their performance.
- **Use AI tools only on secure networks.**
- **Be aware that all prompts, dialogue, and posts become part of the AI's permanent memory and is NOT recorded anonymously.**

### Don'ts

- **Don't Share Personal, Restricted or Confidential Information:** Do not share personal, restricted, or confidential information with AI tools.
- **Don't Use for Any Decision-Making Purposes:** All decisions, including a decision to exclude an option from being considered, SHALL always be made by a human being and in line with County decision making practices.
- **Don't Use for Harmful Purposes:** Do not use AI tools to generate content that is offensive, abusive, or harmful to others.

- Don't Rely Blindly on Responses: While some AI tools can provide information, don't rely solely on their responses. Verify critical information from reliable internal and/or external sources such as County Counsel.
- Don't Use for Deceptive Practices: Do not use AI-generated content to deceive or mislead others. Clearly identify when content is generated by AI.
- Don't Engage in Extremist or Illegal Activities: Do not use AI tools to promote or engage in any illegal activities that expose you or the County to liability.
- Don't Expect Perfect Responses: Understand that AI tools might provide inaccurate, irrelevant, or nonsensical responses at times.
- Don't Violate Copyright protections or Plagiarize: Do not use AI to generate content that violates copyright laws or plagiarizes from other sources.
- Don't Overlook Bias: Be aware of potential biases in AI-generated content and avoid using biased results. Don't share ANY information that you wouldn't want publicly posted and traceable back to you, including biased viewpoints.
- Don't use AI in instances where the work in question is required to be performed by someone who has the requisite license or certificate, such as law, engineering, medical, etc.

Exhibit G  
FEDERAL REQUIREMENTS – FEMA PUBLIC ASSISTANCE  
Procurement Contracts (non-subawards)  
*Construction (TPW Caltrans Spec.) and Services Agreements*  
[Revise date 11-15-24]

**1. DEFINITIONS**

- 1.1 Government** means the United States of America and any executive department or agency thereof.
- 1.2 FEMA** means the Federal Emergency Management Agency.
- 1.3 Third Party Subcontract** means a subcontract at any tier entered into by Consultant or any subcontractor or subcontractor, financed in whole or in part with federal assistance derived from the Federal Emergency Management Agency.
- 1.4** For purposes of this Exhibit, **Consultant** may be referred to as “Contractor” or “contractor.”
- 1.5 Agreement** or “**Contract**” means that certain Agreement between the County of Sonoma (“County”) and Contractor, and to which this Exhibit is made a part.

**2. GENERAL REQUIREMENTS**

- 2.1** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this Agreement. Contractor must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
- 2.2** Contractor shall at all times comply with all applicable federal laws, regulations, executive orders, Office of Budget and Management circulars, FEMA policies, procedures, directives, and program or grant conditions, as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 C.F.R.<sup>1</sup> 200.317 through 200.327 and Appendix II to 2 CFR Part 200—“Contract Provisions for Non-Federal Entity Contracts Under Federal Awards,” which is included herein by reference; and including the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, the Civil Rights Act of 1964 (Title VI); the Civil Rights Act of 1968 (Title VIII); the Drug-Free Workplace Act of 1988; the Drug Abuse Office and Treatment Act of 1972; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; the Public Health Service Act of 1912; the Education Amendments of 1972 (Title IX); the Equal Opportunity in Education Act; the Energy Policy and Conservation Act; the False Claims Act; the Hotel and Motel Fire Safety Act of 1990; the National Environmental Policy Act; the Rehabilitation Act of 1973; the Whistleblower Protection Act (including 41 USC 4712); the Hatch Act (5 U.S.C.<sup>2</sup> 1501 et seq.); and all related and Department of Homeland Security-mandated federal regulations, including 44 CFR Part 7.
- 2.3** Whether or not expressly set forth herein, all contractual provisions required by FEMA (including as may be amended or modified from time to time) are hereby incorporated by reference. This agreement may be amended to further incorporate and expressly state new, revised, and or subsequent contractual provisions required by FEMA. In the event of any conflict between any provision of this Agreement, this Exhibit, or any FEMA term, condition, or requirement, the stricter standard shall apply. Contractor shall refer any inconsistency or perceived inconsistency between this Agreement and any federal requirement to County for guidance. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests that would cause County to be in violation of any FEMA term, condition, or requirement.

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<sup>1</sup> Code of Federal Regulations (“CFR”).

<sup>2</sup> United States Code (“USC”).

- 2.4 The Government shall enjoy the right to seek judicial enforcement of any law, regulation, condition, or provision stated herein.
- 2.5 Contractor shall ensure it has the necessary processes and systems in place to comply with applicable federal reporting requirements, including those contained in 2 CFR Part 170 as applicable.
- 2.6 Trafficking Victims Protection Act. -INTENTIONALLY OMITTED-.
- 2.7 Repair or Construction Activity. For all repair or construction activity done pursuant to this Agreement (if applicable), all such repair or construction shall be carried out in accordance with applicable standards of safety, decency, and sanitation and in conformity with applicable codes, specifications and standards, including those required pursuant to 44 CFR 206.400.
- 2.8 Contractor agrees to include the herein-stated clauses in each Third Party Subcontract such that all provisions will equally apply to the subcontractor. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject thereto.

### **3. ACCESS TO RECORDS**

- 3.1 Contractor shall provide County and the Department of Homeland Security access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by federal regulations and other applicable laws or program guidance.
- 3.2 Contractor agrees to provide County, the State of California, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.
- 3.3 In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the County and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- 3.4 The Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than five years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date all projects, programs, and close outs are completed, except in the event of audit, litigation, or settlement of claims arising from this Agreement, in which case, Contractor agrees to maintain same until the County, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. Contractor shall grant County the option of retention of the records, books, papers, and documents in unalterable, electronic form if Contractor elects to dispose of said documents following the mandatory retention period.
- 3.5 The requirements set forth above are all in addition to, and should not be considered to be in lieu of, any more stringent requirement set forth in the Agreement.

### **4. DEBARMENT AND SUSPENSION**

- 4.1 This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- 4.2 Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 4.3 Contractor represents, warrants, and certifies that it, and its principals, is and are not debarred, suspended, or otherwise excluded from or disqualified or ineligible for participation in Federal assistance programs or activities, including under Executive Order 12549, "Debarment and Suspension" or Executive Order 12689, and that it (and each of its principals) is not on the Excluded Parties List System in the System for Award Management (SAM) or on any comparable list of precluded persons, entities, or facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or any federal regulation, including 2 CFR Part 180.
- 4.4 This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to County, the Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4.5 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**5. NO OBLIGATION BY FEDERAL GOVERNMENT**

Contractor acknowledges and agrees that the federal government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the Agreement.

**6. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE** (all contracts meeting the definition of "federally assisted construction contract" under 41 CFR 60-1.3)

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60-1.4 is hereby incorporated by reference.

During the performance of this Agreement, the contractor agrees as follows:

- 6.1 The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 6.2 The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.



- 6.3** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 6.4** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 6.5** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6.6** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6.7** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 6.8** The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**7. NONDISCRIMINATION CLAUSE**

**7.1** Contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, denial of family care leave, or based on any other prohibited basis.

**7.2** Contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

**8. CONTRACT WORK HOURS AND SAFETY STANDARDS** (all contracts in excess of \$100,000 that involve the employment of mechanics, laborers (including watchmen and guards) (as defined by federal law and regulation), or construction work, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

Contractor and all subcontractors shall comply with the Contract Work Hours and Safety Standards Act, 40 USC 3701 through 3708 (including sections 3702 and 3704), as supplemented by Department of Labor regulations at 29 CFR Part 5, which are incorporated hereto. Contractor and all subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is subject to conditions, as stated in the Act and regulations. No laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety.

**Compliance with the Contract Work Hours and Safety Standards Act.** In accordance with 29 CFR sections 5.5(d) and 5.5(e), all required contract clauses, appropriate wage determinations, and other provisions under 29 CFR Part 5 are hereby incorporated by reference and apply as a

matter of law. Accordingly, references in this Article 8 are to the following subsections in conformance with the sections and subsections of 29 CFR Section 5.5.

**29 CFR 5.5:**

(b)(1): **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b)(2): **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(b)(3): **Withholding for unpaid wages and liquidated damages-**

- (i) Withholding process. The County and the Government may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
- (ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:
  - (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
  - (B) A contracting agency for its procurement costs;
  - (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
  - (D) A contractor's assignee(s);
  - (E) A contractor's successor(s); or
  - (F) A claim asserted under the Prompt Payment Act, 31 USC 3901-3907.

(b)(4): **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge,

demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR Part 5;
  - (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR Part 5;
  - (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR Part 5; or
  - (iv) Informing any other person about their rights under CWHSSA or 29 CFR Part 5.
- (b)(5): **Required records.** Unless specified otherwise herein, Contractor and all subcontractors must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of at least 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the records to be maintained under this paragraph must be made available by the contractor and subcontractors for inspection, copying, or transcription by authorized representatives of County, the Government, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- (b)(6): **Subcontracts.** The contractor (and all subcontractors) shall insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (6) of this section, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in these paragraphs (b)(1) through (6). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

Contractor (and all subcontractors) shall insert in any subcontracts the following clauses, and a clause requiring all subcontractors to include these clauses in any lower tier subcontracts:

**29 CFR 5.5:**

**(a)(1): Minimum wages.**

- (i) **Wage rates and fringe benefits.** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section (i.e., 29 CFR 5.5), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or

mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

**(ii) Frequently recurring classifications.**

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to 29 CFR § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

- (1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (2) The classification is used in the area by the construction industry; and
- (3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(3) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

**(iii) Conformance.**

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is used in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

- (C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) **Fringe benefits not expressed as an hourly rate.** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) **Unfunded plans.** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) **Interest.** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

**(a)(2): Withholding —**

(i) **Withholding requirements.** The County and the Government may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the

same prime contractor (as defined in 29 CFR § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the County and the Government may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

**(a)(3): Records and certified payrolls —**

**(i) Basic record requirements —**

- (A) **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- (B) **Information required.** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- (C) **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
- (D) **Additional records relating to apprenticeship.** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship

programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) **Certified payroll requirements —**

- (A) **Frequency and method of submission.** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the Government if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Government. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.
- (B) **Information required.** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).
- (C) **Statement of Compliance.** Each certified payroll submitted must be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
- (1) That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;
  - (2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
  - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
- (D) **Use of Optional Form WH-347.** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(C) of this section.



- (E) **Signature.** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
- (F) **Falsification.** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
- (G) **Length of certified payroll retention.** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- (iii) **Contracts, subcontracts, and related documents.** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- (iv) **Required disclosures and access —**
  - (A) **Required record disclosures and access to workers.** The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that County, the Government, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR § 5.1, available for inspection, copying, or transcription by authorized representatives of County, the Government, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
  - (B) **Sanctions for non-compliance with records and worker access requirements.** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
  - (C) **Required information disclosures.** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to County, the Government if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to County, the Government, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

**(a)(4): Apprentices and equal employment opportunity —**

**(i) Apprentices —**

- (A) **Rate of pay.** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (B) **Fringe benefits.** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- (C) **Apprenticeship ratio.** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (D) **Reciprocity of ratios and wage rates.** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- (ii) **Equal employment opportunity.** The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

**(a)(5): Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**(a)(6): Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as County or the Government may by

appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

**(a)(7): Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**(a)(8): Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**(a)(9): Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**(a)(10): Certification of eligibility.**

- (i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR § 5.12(a).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR § 5.12(a).
- (iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

**(a)(11): Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
- (iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

**9. NOTICE OF REPORTING REQUIREMENTS**

Contractor acknowledges that reporting requirements apply as a condition of the related FEMA funding. Contractor agrees to comply with all applicable reporting requirements, including those contained in any grant terms and conditions, notices of funding opportunity, or any program guidance associated with any FEMA funding related to this Agreement.

**10. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS**

**10.1** Contractor agrees that FEMA reserves and shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal purposes:

**10.1.1** The copyright in any work developed with the assistance of funds provided under this Agreement;

**10.1.2** Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.

**10.2** Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Agreement to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Agreement but not first produced in the performance of this Agreement, the Contractor will identify such data and grant to the County or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Agreement, the Contractor will deliver to the County data first produced in the performance of this Agreement and data required by the Agreement but not first produced in the performance of this Agreement in formats acceptable by the County.

**10.3** Contractor shall affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement that the work was produced under a federal award (including the award number and federal awarding agency, i.e., FEMA) to any work first produced under federal financial assistance awards.

**11. RIGHTS TO INVENTIONS** (contracts meeting the definition of “funding agreements” (see 37 CFR Part 401) for experimental, research, or development projects)

-NOT APPLICABLE-

**12. CLEAN AIR AND WATER POLLUTION REQUIREMENTS** (all contracts and subcontracts, in excess \$150,000)

**12.1 Clean Air Act**

**12.1.1** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. (42 USC 7401-7671q).

**12.1.2** Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

**12.1.3** Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

## **12.2 Federal Water Pollution Control Act**

- 12.2.1** Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. (33 USC 1251-1388).
- 12.2.2** Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of California (if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- 12.2.3** Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

## **13. TERMINATION FOR CONVENIENCE OF COUNTY (all contracts in excess of \$10,000)**

For construction contracts, see Section 8 of the incorporated version of Caltrans Standard Specifications, as may be modified by County's applicable Notice to Bidders, Special Provisions, and Addenda.

For services contracts, see Article 4 of the "Standard Professional Services Agreement."

## **14. TERMINATION FOR CAUSE/DEFAULT (all contracts in excess of \$10,000)**

Contractor's failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement.

For construction contracts, see Section 8 of the incorporated version of Caltrans Standard Specifications, as may be modified by County's applicable Notice to Bidders, Special Provisions, and Addenda.

For services contracts, see Article 4 of the "Standard Professional Services Agreement."

## **15. CHANGES**

For construction contracts, see Sections 4 and 8 of the incorporated version of Caltrans Standard Specifications, as may be modified by County's applicable Notice to Bidders, Special Provisions, and Addenda.

For services contracts, see Article 8 of the "Standard Professional Services Agreement."

## **16. LOBBYING (Byrd Anti-Lobbying Amendment, 31 USC 1352 (as amended)) (all contracts and subcontracts, in excess of \$100,000)**

**16.1** Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Contractor, and each tier to the tier above, certifies that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with the making or obtaining of any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

**16.2** Contractor shall file the required certification, Exhibit G-1, *Certification Regarding Lobbying*, attached hereto and incorporated herein, and shall obtain such certifications for all subcontracts in excess of \$100,000.

**17. SOCIOECONOMIC CONTRACTING (MBE / WBE)**

If subcontracts are to be let, Contractor is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered when possible.

**18. PROCUREMENT OF RECOVERED MATERIALS**

**18.1** Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**18.2** In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at Comprehensive Procurement Guideline (CPG) Program / US EPA (available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>).

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Contractor should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products.

**19. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

*(c) Exceptions.*

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
  - i. Are not used as a substantial or essential component of any system; and
  - ii. Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

*(d) Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

*(e) Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

**20. DOMESTIC PREFERENCES FOR PROCUREMENTS**

Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**21. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

**22. DHS SEAL, LOGO, AND FLAGS**

Contractor and its subcontractors must written permission from the federal Department of Homeland Security (DHS) prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials. The contractor shall include this provision in all subcontracts.

**23. DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACT** (only prime construction, repair, or alteration contracts in excess of \$2,000, if required by federal funding program. Excludes contracts funded under the FEMA Public Assistance Program.)

a. Compliance with the Davis –Bacon Act:

Contractor shall comply with the Davis-Bacon Act (40 USC 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 CFR Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. This contract is awarded on condition that said prevailing wage determination is accepted. Contractor shall pay wages not less than once a week.

Without limitation to the foregoing, Contractor shall comply with the applicable provisions of 29 CFR 5.5(a) which are incorporated herein by reference and which are also set forth in Section 8, Contract Work Hours and Safety Standards, above.

b. Compliance with the Copeland “Anti-Kickback” Act:

- (1) Contractor. The contractor (and all subcontractors) is expressly bound and shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Contractor and all



subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

- 24. BONDS** (all construction or facility improvement contracts, or any subcontracts thereof, exceeding \$250,000)  
Unless otherwise excepted in writing by County, Contractor shall obtain and maintain bonds as follows:

**24.1** A performance bond for 100 percent of the Agreement price, and

**24.2** A payment bond for 100 percent of the Agreement price.

**25. CREATING GOOD JOBS**

Pursuant to FEMA Information Bulletin No. 520 (available at: [https://www.fema.gov/sites/default/files/documents/fema\\_gpd\\_ib-520.pdf](https://www.fema.gov/sites/default/files/documents/fema_gpd_ib-520.pdf)), Contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, Contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. Contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles (available at: <https://www.dol.gov/sites/dolgov/files/goodjobs/Good-Jobs-Summit-Principles-Factsheet.pdf>) wherever appropriate and to the greatest extent practicable.

**26. BUY CLEAN**

County encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, County encourages that the performance of this Agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.

**Exhibit G-1**

**APPENDIX A, 44 C.F.R. PART 18 –CERTIFICATION REGARDING LOBBYING**

*Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or organization for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining or awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By signing below, Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Shamus Sayed  
Shamus Sayed (Feb 20, 2026 16:14:42 PST)

Contractor's  
Authorized Official - Signature

CEO  
Title

Feb 20, 2026  
Date