

# Open Item Contract

Contract and Purchasing  
Services Division  
9660 Ecology Ln.  
Sacramento, CA 95827  
(916) 876-6360



Your Vendor number with us  
638539

OFFICEMOTIVE INC  
1627 SPUR BRANCH RD #275  
WILLISTON SC 29853

Vendor Signature: David Jonas  
Print Name: David Jonas  
Title: CEO  
Date Signed: 3/30/2026

## Reprint of Open Item Contract WA00048055 / 05/01/2026

This number must appear on all correspondence to the  
Purchasing Division.

Contract number/date

**WA00048055 / 05/01/2026**

Issuing Officer/Telephone

**Soth, Tracy/916-876-6285**

Signature:  4/7/2026

Contract Period

Valid from: 05/01/2026

Valid to: 04/30/2027

F.O.B. Dest., Freight Prepaid

**Payment Terms:** PAYABLE IMMEDIATELY DUE NET

**Contractual maximum value:** 60,000.00

You are hereby notified that the goods and/or services listed have been awarded to you subject to terms and conditions referenced and to the general conditions listed on the last page of contract.

Before supplying any goods or services to the County, the vendor must obtain one of the following 2 options (1) a CSO (Contract Shipping Order) number or (2) Procurement Card authorization from the ordering department. A CSO is an authorized release (Purchase Order) against the contract and shall be provided in written form. "Verbal" orders are not acceptable unless it is being processed on a Procurement Card. For either a CSO or a Procurement Card authorization to be considered valid, it must be within the scope of this contract and be consistent with its pricing, terms and conditions. The CSO number or Procurement Card authorization number must be referenced on all documents related to the order (packing slips, invoices, etc.) For Procurement Card authorizations, only reference the last 4 digits (for Security confidentially). Failure to obtain a CSO or Procurement Card authorization and reference its number may result in the delay or non-payment of the invoice.

This COUNTYWIDE contract is available for use by all departments for LANGUAGE SERVICES. All terms, conditions, and specifications set forth in 2025-RFP-0067 are incorporated herein by reference and made a part of this contract.

### Contract Information:

Sacramento County Procurement Alliance (SCoPA) Contract

RFP Number: 2025-RFP-0067 Countywide Language Services: On-Site, Document, ASL, and OPI Support

Requisition Number: RC33699769

BOS Resolution Number: TBD - Approved 4/7/2026

Award Coverage:

Contractor has been awarded the following service categories under this contract and is authorized to provide the language services identified in 2025-RFP-0067.

Core Service Categories:

Document Translation Services

Additional Optional Services:

Print Accessibility Conversion- Audio Conversion text-to-speech

Subtitling

Voice-Over/ Audio Recording

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CONTRACTOR CONTACT INFORMATION:

Primary Contact:

David Jones, CEO

Officemotive, Inc.

david@capitaltyping.com

Secondary Contact:

Shion Jonas, COO

Officemotive, Inc.

shion@capitaltyping.com

END-USER DEPARTMENT CONTACT:

This contract is available countywide. End user department contact information shall be provided at the time of ordering through a Contract Shipping Order (CSO).

ISSUING CONTRACT SERVICES OFFICER:

Tracy Soth

Senior Contract Services Officer

Contract and Purchasing Services Division

County of Sacramento

sotht@saccounty.gov

916-876-6285

This Contract ("Contract") is made and entered into this 1st day of May, 2026 ("Effective Date") by and between the County of Sacramento, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Officemotive, Inc., hereinafter referred to as "CONTRACTOR".

1. SCOPE OF SERVICES

1.1 Objectives

The County of Sacramento is committed to ensuring equitable access to public services for all residents, regardless of language, hearing ability, or communication barriers. Through this contract, the County seeks to achieve the following objectives:

Enhance Language Accessibility: Provide timely and accurate interpretation and translation services across County departments to support residents who are Limited English Proficient (LEP).

**Ensure ADA Compliance and Inclusive Communication:** Expand access to services for individuals with disabilities by incorporating American Sign Language (ASL) interpretation and other ADA-compliant communication supports, such as captioning, tactile interpretation, and alternative document formats.

**Promote Cultural Competence and Sensitivity Engage:** vendors who provide cultural adaptation by demonstrating an understanding of cultural nuances and delivering services with professionalism, empathy, and respect for diverse communities.

**Support Operational Efficiency:** Establish a reliable, scalable, and responsive vendor network capable of meeting the County's evolving language service needs, including urgent and scheduled requests for in-person, telephonic, and document-based services.

**Maintain Quality and Confidentiality:** Ensure all services meet high standards for linguistic accuracy and localization, confidentiality, and ethical conduct, especially in sensitive or legally significant contexts.

**Foster Community Trust and Engagement:** Strengthen public confidence in County services by removing communication barriers and enabling meaningful participation in civic, health, legal, and social programs.

## 1.2 General Requirements for All Services

CONTRACTOR must adhere to the following overarching requirements to ensure quality, compliance, and accessibility across all County departments:

### Compliance and Confidentiality:

**HIPAA Compliance:** All personnel must be trained in and adhere to HIPAA regulations when handling protected health information.

**ADA Compliance:** Services must meet the standards of the Americans with Disabilities Act (ADA), including Title II requirements for public entities.

**Title VI of the Civil Rights Act:** Ensure meaningful access to services for individuals with Limited English Proficiency (LEP).

Contractor shall maintain strict confidentiality and implement robust data protection protocols across all service modalities.

### Personnel Qualifications:

All interpreters, translators, and communication specialists must:

- Be professionally certified or credentialed in their respective fields
- Demonstrate fluency in both English and the target language
- Have experience in public sector, legal, medical, or social service contexts
- Participate in ongoing cultural competency and ethics training

### Background Check:

All personnel providing interpretation and translation services must undergo and pass criminal background checks when required by the Requesting Department. This may include fingerprinting and screening through the appropriate Department of Justice (DOJ) system. The Contractor shall bear all costs associated with these checks.

**Correctional Health Facility:**

All interpreters assigned to provide services under this contract must successfully pass a U.S. Department of Justice (DOJ) background check prior to entering any correctional health facility. Clearance must be obtained and verified by the appropriate agency before the interpreter is permitted onsite. The awarded Contractor(s) is responsible for ensuring that all personnel meet this requirement and for submitting documentation of clearance upon request.

Failure to comply with this requirement will result in denial of facility access.

**Responsiveness and Availability:**

- Ability to respond to urgent requests within 2 hours
- Availability for scheduled services during County business hours, with flexibility for evenings/weekends as needed
- 24/7 access for emergency interpretation services preferred

**Service Delivery Standards:**

- Ensure accuracy, neutrality, cultural sensitivity and cultural adaptation in all communications
- Provide services in multiple formats: in-person, telephonic, video remote, and digital document formats
- Maintain quality assurance processes including proofreading, peer review, and client feedback mechanisms

**Technology and Accessibility:**

- Use secure platforms for remote interpretation and document exchange
- Ensure compatibility with assistive technologies (e.g., screen readers, captioning software)
- Provide accessible formats such as Braille, large print, and audio upon request

**Use of AI-Enabled Tools:** The County does not endorse or oppose the use of AI-enabled translation technologies in the provision of services under this RFP. Any AI-enabled tools must comply with HIPAA and other applicable health privacy laws and regulations. All interpretation and translation services must be performed using methods that ensure accuracy, privacy, confidentiality, and regulatory compliance. Contractors are expected to disclose any technology platforms or tools used in service delivery. The County reserves the right to review and approve such tools to ensure they align with the standards outlined in this solicitation and the County's AI policy.

**Documentation and Reporting:**

- Maintain records of services rendered, including language, modality, duration, and personnel involved
- Submit monthly usage reports and invoices in a standardized format
- Cooperate with County audits and performance evaluations
- Provide detailed, customized reports within five business days of the request, or as mutually agreed upon. Reports should at a minimum include:
  - Number of service requests
  - Languages provided
  - Hours of service (by language)
  - Total cost of services (by language)

**Data Retention and Deletion Policies:**

The Contractor shall establish and maintain data retention and deletion protocols that comply with the

Health Insurance Portability and Accountability Act (HIPAA). All protected health information (PHI) collected or accessed during the provision of interpretation and translation services must be securely stored and retained only for the duration required by applicable federal, state, and County regulations. Upon expiration of the retention period or termination of the contract, the Contractor must ensure the secure disposal of PHI using methods that render the information unreadable, indecipherable, and otherwise inaccessible (e.g., shredding, degaussing, or certified digital deletion). The Contractor shall not retain, use, or disclose PHI beyond the scope of services outlined in this agreement and must provide documentation of deletion procedures upon request. All data handling practices must align with HIPAA Privacy and Security Rules, including safeguards for confidentiality, integrity, and availability.

**Data Location:**

The CONTRACTOR shall provide its services to the COUNTY solely from data centers in the United States (U.S.). Storage of COUNTY Data at rest shall be located solely in data centers in the U.S. The CONTRACTOR shall not allow its personnel or contractors to store COUNTY Data on portable devices, including but not limited to personal computers, except for devices that are used and kept only at its U.S. data centers and used for this Agreement. The CONTRACTOR shall permit its personnel and contractors to access COUNTY Data remotely only as required to provide technical support. The CONTRACTOR may provide technical user support on a 24/7 basis using a follow-the-sun model, unless otherwise prohibited in this Contract.

**1.3 Document Translation Services**

**Service Locations:**

Translation services shall be performed at the Contractor's facility or designated secure location equipped to handle sensitive County documents.

**Description of Translation Services:**

- a. County health, behavioral health, and social services providers must ensure that individuals with Limited English Proficiency (LEP) can effectively access written information about available benefits, services, and their rights. Language assistance must result in accurate, culturally appropriate, and effective communication.
- b. Translation services shall be provided at no charge to LEP applicants, clients, or members of the public.

**Definitions:**

Translation: The conversion of written content from one language (source) into written form in another language (target). Unlike interpretation, translation allows for editing, reference checks, and formatting, with emphasis on both meaning and form.

Forward and Back Translation: For sensitive materials#especially in mental health and social services#documents must be translated from the source language to the target language and then back-translated to verify accuracy. A layered review process must include at least two translators, with a third reviewer when necessary. Field testing must include a representative sample of LEP individuals across diverse age groups, literacy levels, and cultural backgrounds. Feedback must be documented and incorporated into final versions.

Limited English Proficient (LEP): Individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English.

Localized Translation, or Localization: Translation that goes beyond simple language translation in order to adapt the content for a specific local audience. This involves adjusting not only the language but also cultural references, idioms, imagery, or customs to ensure the content resonates with the local community.

Languages:

Contractor shall provide translation services in Sacramento County's top spoken languages and scale to meet emerging needs. At a minimum, services must be available in:

Arabic, Armenian, Bosnian, Burmese, Cambodian (Khmer), Cantonese, Chinese traditional (written), Dari, Farsi, Fijian, French, Hindi, Hmong, Ilocano, Japanese, Korean, Krio (Creole), Laotian, Mandarin, Marshallese, Mien, Mongolian, Nepali, Pashto, Portuguese, Punjabi, Romanian, Russian, Samoan, Serbian, Spanish, Swahili, Tagalog, Thai, Ukrainian, Urdu, Vietnamese, Yue Chinese.

Contractor must maintain capacity to provide translation in emerging and rare languages as needed.

Services to be Provided:

- a. Contractor shall provide translation services upon request by the County.
- b. Translators must be fluent in English and the target language, with demonstrated understanding of local dialects, literacy levels, and cultural context.
- c. Mental and behavioral health documents and client correspondence must:
  - Be written at a 5th-grade reading level or lower
  - Be field-tested with Sacramento County consumers
  - Incorporate corrections based on field test feedback
- d. Medical document translation must be performed by translators who:
  - Are trained in healthcare translation
  - Have extensive knowledge of medical terminology
  - Can accurately and completely render meaning across languages
- e. Behavioral health translation must be performed by translators who:
  - Are trained in mental health translation protocols
  - Have deep familiarity with behavioral health terminology
  - Can ensure linguistic and cultural accuracy
- f. Contractor shall provide translation services on short notice when required.
- g. Contractor shall collaborate with County staff to resolve any complaints related to service delivery. A documented complaint resolution process must be maintained.
- h. Contractor shall correct any translation errors at no cost to the County.

Service Delivery Requirements:

- a. Contractor shall ensure professional and proficient service delivery through assessment, testing, and certification of translation staff.

b. For documents intended for the Department of Human Assistance, Contractor shall use Extensible Markup Language (XML) Spy software to ensure compatibility with the California Welfare Information Network (CalWIN).

c. Contractor shall ensure that all translated materials are culturally and linguistically appropriate by:

- Providing ongoing training and supervision to staff
- Conducting periodic evaluations with County departments as requested
- Field-testing documents with local LEP populations

d. Contractor staff must demonstrate the following professional standards:

- Maintain confidentiality in accordance with all applicable federal, state, and County regulations
- Maintain impartiality and avoid conflicts of interest
- Demonstrate technical proficiency and attention to detail
- Exhibit cultural competence and understanding of the target audience

e. Contractor shall provide a price schedule that includes:

- Cost per word
- Rates for expedited services
- Expected turnaround times for standard and urgent requests

f. Contractor staff are considered Business Associates of the County under HIPAA (45 CFR 160.03) and must comply with all Business Associate provisions.

g. Contractor shall implement secure data handling, retention, and deletion protocols in compliance with HIPAA and County standards. Translated materials must be stored securely and deleted upon expiration of the retention period or contract termination. Documentation of deletion procedures must be available upon request.

#### 1.4 Additional Services as Requested

The County of Sacramento may, at its discretion, request supplemental language access and communication services beyond the core scope outlined in this Contract. These services are intended to support evolving community needs, emergency response efforts, and specialized programmatic initiatives.

##### Additional Services:

Contractor may be asked to provide one or more of the following but not limited to:

Real-Time Captioning (CART Services): Live transcription of spoken content for public meetings, webinars, or events to support individuals who are Deaf or hard of hearing.

Tactile Interpretation: Interpretation services for individuals who are DeafBlind, using touch-based communication methods.

Alternative Format Document Production: Conversion of County materials into Braille, large print, audio recordings, or accessible digital formats.

Multilingual Voiceover and Subtitling: Localization of video and audio content for outreach campaigns, training materials, or public service announcements.

##### Service Delivery Expectations:

Contractor shall respond to requests for additional services with flexibility and professionalism.

All services must meet the same standards for confidentiality, accuracy, and cultural competence as core services.

Contractor shall provide cost estimates, staffing plans, and timelines for delivery upon request.

Any additional services rendered shall be documented and invoiced in accordance with County requirements.

#### 1.5 Performance Concerns, Corrections, and Resolutions- All Services

The County of Sacramento is committed to maintaining high standards of service delivery and expects all contracted vendors to perform in accordance with the terms outlined in this Contract. In the event that performance issues arise, the County will follow a structured process to identify, address, and resolve concerns in a timely and constructive manner.

##### Identification of Performance Concerns:

Performance concerns may include, but are not limited to:

- Failure to meet agreed-upon timelines or deliverables
- Inaccurate or incomplete service provision
- Breach of confidentiality or non-compliance with County policies
- Unprofessional conduct or lack of cultural competence
- Inadequate responsiveness to County communications or requests

##### Corrective Action Process:

Upon identification of a performance issue, the County will initiate the following steps:

A. Notification: The Contractor will receive written notice detailing the specific concern(s), including relevant documentation and expectations for correction.

B. Response Period: The Contractor shall respond within five (5) business days with a proposed corrective action plan, including timelines and responsible personnel.

C. Implementation and Monitoring: The County will monitor the implementation of the corrective action plan and may request progress updates or documentation as needed.

D. Follow-Up Review: A formal review will be conducted within thirty (30) days of corrective action implementation to assess effectiveness and determine if further action is required.

##### Remediation Opportunity:

Prior to initiating formal escalation, the County may offer the Contractor an opportunity to participate in a remediation meeting. This meeting is intended to collaboratively address unresolved concerns, clarify expectations, and identify any support or adjustments needed to improve service delivery. The goal is to promote transparency, mutual accountability, and a constructive path forward.

##### Resolution and Escalation:

If the issue is resolved satisfactorily, the County will document the resolution and continue regular oversight.

If concerns persist or corrective actions are not implemented effectively, the County reserves the right to:

- Issue a formal warning (and/or notice to cure)
- Withhold payment for affected services
- Terminate the contract in accordance with termination provisions outlined in the executed agreement

All corrective actions, communications, and resolutions shall be documented and retained as part of the Contractor's performance record. These records may be reviewed during audits or contract renewal evaluations.

Collaborative Improvement:

The County values open communication and encourages Contractors to proactively report challenges and seek guidance. Mutual accountability and transparency are essential to maintaining a productive partnership and ensuring equitable service to the community.

1.6 Invoicing Requirements- All Services

Contractor shall submit detailed invoices on a monthly basis, unless otherwise agreed upon. All invoices must include the following information to ensure timely review and payment:

Required Invoice Details:

- Contractor name, address, and contact information
- Invoice number and date
- Contract number or contract shipping order (CSO aka PO) reference
- Requesting department contact name and email
- Dates and times of service provided
- Type of service (e.g., document translation, on-site interpretation, over the phone interpretation, American Sign Language interpretation)
- Language(s) involved
- Location of service (if applicable)
- Duration of service (in hours or minutes)
- Rate applied (per word, per hour, per document, etc.)
- Total amount due

Submission and Payment Terms

Invoices must be submitted electronically to the designated County department contact.

The County aims to process payment within 30 days of receiving a complete and accurate invoice. However, actual processing times may vary depending on internal workflows and volume.

The County reserves the right to request supporting documentation (e.g., service logs, work samples, confirmation of delivery) prior to payment.

Invoices submitted with missing or incorrect information may be returned for revision, which may delay payment.

Additional Notes

The County does not pay for services rendered outside the scope of the contract or without prior

authorization.

Cancellations, no-shows, or late arrivals must be documented and billed in accordance with the agreed-upon cancellation policy.

### 1.7 Cooperative Participation Agreement

This contract is part of a cooperative purchasing agreement through the Lead Participating Agency, County of Sacramento, for SCoPA (Sacramento County Procurement Alliance), a collaboration that allows the County and other Governmental, Educational, and Non-Profit entities to benefit from collective purchasing power. As a result, any selected bid may be utilized by additional participating entities, providing expanded visibility and potential for additional opportunities. Respondent further acknowledges that Cooperative use is not guaranteed.

### Optional National Compliance

This RFP is issued in accordance with the regulations and requirements of the State of California and is primarily intended for services within this state. However, respondents interested in providing services outside of California under this contract must demonstrate their ability to comply with the applicable local, state, and federal regulations of any additional states where services may be provided. Compliance with equivalent regulations in other states will be required for those bidders seeking to expand their service offerings nationally

### Eligibility Requirements - Optional Licensing and Compliance Across States

Proposers interested in being considered for business outside of California must possess or demonstrate the ability to obtain all necessary local, state, and federal certifications and permits required not only in California but also in any other states where they propose to offer services.

## 2. CONTRACT TERM

This Contract shall be effective and commence as of the "Valid from" date (the Effective Date) through the "Valid to" date written above. For reasons of economy and efficiency, the COUNTY reserves the right to extend the term of this Contract for four (4) one-year terms, following the initial 12-month term upon mutual agreement between COUNTY and CONTRACTOR. Per section 2.56.220 of the Sacramento County Code, this Contract may not exceed a period of five (5) years and six (6) months, unless authorized by the Board of Supervisors.

## 3. PRICING

### Document Translation Services:

Standard Translation- Common Languages (eg. Spanish, French, Chinese, Russian) Contractors should define what they consider "common languages" - rate per word \$0.09

Standard Translation- Rare Languages (eg. Swahili, Hindi, Thai) - Contractors should define what they consider "rare languages" - rate per word \$0.09

Formatting (XML, CalWIN compatibility)- per document \$75.00

Desktop Publishing - per hour \$30.00

Forward and Back Translation -rate per word \$0.09

Field Testing Participant - per hour NO BID

Languages available from Contractor RFP Response Question 30:

#### "Common & High-Demand Languages

These languages represent our core operational capacity, with dedicated linguists and specialized glossaries readily available for rapid turnaround.

Spanish, Vietnamese, Chinese, Korean, Tagalog (Filipino), Arabic, Russian, Farsi (Persian), Hindi, Urdu, Punjabi, Japanese, French, Portuguese (Brazilian & European), German, Italian, Hmong, Khmer (Cambodian), Lao (Laotian), Armenian, Amharic, Somali, Tigrinya, Burmese, Nepali, Bengali, Gujarati, Telugu, Tamil, Thai, Ukrainian, Polish, Romanian, Greek, Dutch, Haitian Creole, Swahili, Yoruba, Igbo

#### Less Common & Emerging Languages

We maintain a robust network of qualified linguists for languages with growing community representation in California, ensuring the County can adapt to evolving demographic needs.

Albanian, Bosnian, Bulgarian, Croatian, Czech, Danish, Finnish, Hebrew, Hungarian, Lithuanian, Macedonian, Norwegian, Serbian, Slovak, Slovenian, Swedish, Turkish, Pashto, Dari, Kurdish (Kurmanji & Sorani), Malayalam, Marathi, Sinhala (Sinhalese), Assamese, Cantonese, Ilocano, Indonesian (Bahasa), Malay, Mongolian, Uighur, Karen (S'gaw & Pwo), Hakha Chin, Rohingya, Afan Oromo (Oromo), Kinyarwanda, Kirundi, Lingala, Fula (Fulfulde), Tswana (Setswana), Shona

#### Rare & Low-Incidence Languages

For critical, low-volume needs, we provide access to a pre-qualified global network of linguists. While availability may require additional scheduling, we guarantee the same rigorous quality assurance standards.

Azerbaijani, Basque, Belarusian, Catalan, Estonian, Galician, Georgian, Icelandic, Irish Gaelic, Kazakh, Luxembourgish, Maltese, Scottish Gaelic, Tajik, Turkmen, Uzbek, Welsh, Yiddish, Cebuano, Javanese, Sundanese, Dhivehi, Sindhi, Amazigh (Berber), Bambara, Chichewa (Nyanja), and Tshiluba

#### Our Assurance for All Languages

- Certified & Vetted Linguists: Every linguist is credentialed and undergoes our 9-stage selection process.  
Subject-Matter Expertise: Linguists are matched to projects based on domain knowledge (e.g., legal, healthcare).
- Consistency Guaranteed: All linguists work from County-approved Master Glossaries and Style Guides, enforced via our Translation Project Management System (TPMS).
- Full Quality Assurance: Every project, regardless of language, undergoes our Enhanced Triple-Pass QA process, culminating in our "10/10 Fidelity & Presentation Standard".

This comprehensive and structured approach ensures that Sacramento County has a single, reliable partner for all its written translation needs, from the most common to the rarest languages spoken within our communities."

#### Additional Services:

In-Person Real-Time Captioning (CART Services) (if available specify the languages provided under

Vendor Submission Question 20) - per hour NO BID

Remote Real-Time Captioning (CART Services) (if available specify the languages provided under Vendor Submission Question 20) - per hour NO BID

Print Accessibility Conversion- Large Print Format - per hour NO BID

Print Accessibility Conversion- Braille Format - per page NO BID

Print Accessibility Conversion- Audio Conversion text-to-speech (if available specify the languages provided under Vendor Submission Question 20) - per minute \$2.50

Subtitling (if available specify the languages provided under Vendor Submission Question 20) - per minute \$2.50

Voice-Over/ Audio Recording (if available specify the languages provided under Vendor Submission Question 20) - \$100.00

Languages available from Contractor RFP Response Question 20:

"While our proposal fully meets all RFP requirements for written translation, we also provide a range of optional, value-added accessibility and media localization services to enhance communication, ensure ADA/Section 508 compliance, and expand multilingual reach.

Print Accessibility Conversion - Audio (Text-to-Speech):

Professional text-to-speech narration of County documents, outreach materials, and public information content to ensure digital and print accessibility compliance.

- Languages Supported: Full list provided below (over 120 languages).
- Rate: \$2.50 per minute

Subtitling:

End-to-end subtitling and captioning for recorded video materials, training modules, and community outreach messages fully synchronized and WCAG 2.2 AA compliant.

- Languages Supported: Same as below.
- Formats: SRT, VTT, or embedded video.
- Rate: \$2.50 per minute

Voice-Over / Audio Recording:

Professional multilingual voice-over and narration for e-learning, instructional videos, and public information campaigns, performed by native-speaking voice artists.

- Languages Supported: Same as below.
- Rate: \$100.00 per minute
- Languages Supported:

Core Languages:

Spanish, Vietnamese, Chinese, Korean, Tagalog (Filipino), Arabic, Russian, Farsi (Persian), Hindi, Urdu, Punjabi, Japanese, French, Portuguese (Brazilian & European), German, Italian, Hmong, Khmer (Cambodian), Lao (Laotian), Armenian, Amharic, Somali, Tigrinya, Burmese, Nepali, Bengali,

Gujarati, Telugu, Tamil, Thai, Ukrainian, Polish, Romanian, Greek, Dutch, Haitian Creole, Swahili, Yoruba, Igbo

Less Common & Emerging Languages:

Albanian, Bosnian, Bulgarian, Croatian, Czech, Danish, Finnish, Hebrew, Hungarian, Lithuanian, Macedonian, Norwegian, Serbian, Slovak, Slovenian, Swedish, Turkish, Pashto, Dari, Kurdish (Kurmanji & Sorani), Malayalam, Marathi, Sinhala (Sinhalese), Assamese, Cantonese, Ilocano, Indonesian (Bahasa), Malay, Mongolian, Uighur, Karen (S'gaw & Pwo), Hakha Chin, Rohingya, Afan Oromo (Oromo), Kinyarwanda, Kirundi, Lingala, Fula (Fulfulde), Tswana (Setswana), Shona

Rare & Low-Incidence Languages:

Azerbaijani, Basque, Belarusian, Catalan, Estonian, Galician, Georgian, Icelandic, Irish Gaelic, Kazakh, Luxembourgish, Maltese, Scottish Gaelic, Tajik, Turkmen, Uzbek, Welsh, Yiddish, Cebuano, Javanese, Sundanese, Dhivehi, Sindhi, Amazigh (Berber), Bambara, Chichewa (Nyanja), Tshiluba

3.1 PRICE CHANGES

All pricing shall remain firm for the initial two (2) years of the contract. Any request for pricing adjustments must be submitted in writing no later than thirty (30) days prior to the contract renewal date. Approved adjustments will be based on the Consumer Price Index (CPI) and shall not exceed a maximum increase of four percent (4%) annually.

Travel within Sacramento County shall be considered standard and inclusive of the hourly interpretation rate. No separate travel charges shall apply for assignments conducted within county boundaries. For assignments requiring extended travel outside Sacramento County, pre-approval must be obtained in writing from the County, and mileage may be reimbursed at the current IRS standard rate.

4. CONTRACT USE

This Countywide Contract is available for use by all Departments.

4.1 MULTIPLE AWARD

Awarded Core Service Categories:

On-Site Interpretation Services:

WA00047963 Hanna Interpreting Services LLC  
WA00048051 Interpreters Unlimited, Inc  
WA00048091 Interlingva Inc  
WA00048053 Language World Services, Inc  
WA00048054 TeamLingo LLC

Document Translation Services:

WA00048051 Interpreters Unlimited, Inc  
WA00048055 Officemotive, Inc  
WA00047963 Hanna Interpreting Services LLC  
WA00048056 LinguaLinx Language Solutions  
WA00048063 Universe Technical Translation

American Sign Language (ASL) Interpretation Services:

WA00047963 Hanna Interpreting Services LLC  
WA00048051 Interpreters Unlimited, Inc  
WA00048057 Eaton Interpreting Services, Inc  
WA00048116 Walker Interpreting Services LLC  
WA00048061 Norcal Services for Deaf and Hard of Hearing

Over-The-Phone (OPI) Interpretation Services:

WA00048051 Interpreters Unlimited, Inc  
WA00047963 Hanna Interpreting Services LLC  
WA00048063 Universe Technical Translation  
WA00048097 Ad Astra, Inc  
WA00048091 Interlingva Inc

## 5. PERFORMANCE STANDARDS

CONTRACTOR shall perform the services under this Contract in accordance with the applicable industry and/or professional standards in accordance to the terms listed on the front page of the Contract, after execution of this Contract by all parties. Services shall be performed within 30 days of service request or agreed to otherwise between the CONTRACTOR and COUNTY requestor.

### 5.1 INSPECTION AND ACCEPTANCE

The Services shall be received by COUNTY subject to COUNTY's reasonable inspection, testing, approval, and acceptance of the Service. If the Services are rejected by the COUNTY as nonconforming, COUNTY may reject the Service at CONTRACTOR's risk and expense, and the Service shall not be replaced or performed by CONTRACTOR without written authorization from COUNTY. The COUNTY may reduce or limit payments under the Contract to reflect the reduced value of the nonconforming services.

### 5.2 COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable Federal, State, and COUNTY laws, regulations and ordinances.

### 5.3 SURCHARGES

No fuel, or energy or charges of any other kind will be allowed during the Contract period or subsequent terms, unless specifically stated in the in the section titled "Pricing."

### 5.4 RECALL NOTICE

CONTRACTOR must immediately notify each ordering Department/Division/Office upon receipt of official recall notice for any installed or repaired items.

## 6. INVOICES AND PAYMENTS

The CONTRACTOR shall invoice the COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in the Section 1 - Scope of Services and elsewhere hereunder for which payment is claimed. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR by the COUNTY under the terms of this Contract. The CONTRACTOR's payments shall be as provided in Section 3 - Pricing, and the CONTRACTOR shall be paid only for the deliverables approved in writing by the COUNTY. If the COUNTY does not approve work in writing no payment shall be due to the CONTRACTOR for that work.

### 6.1 ACCEPTABLE INVOICES

Invoices submitted to the COUNTY must be acceptable in order to be paid. Invoices with any incorrect pricing and/or terms, that are too light to read, illegible, missing CSO number, or with cut-off information will be returned to the CONTRACTOR for resubmission. Counting of time for payment will

begin upon COUNTY's receipt of an acceptable invoice. MAIL INVOICE OR SEND VIA EMAIL TO REQUESTING DEPARTMENT (the End-User Department Contacts).

6.2 INVOICES

The CONTRACTOR's invoices shall be priced in accordance with Section 3 - Pricing and the payment terms listed on page 1 of this Contract.

6.3 TIME OF PAYMENT

CONTRACTOR shall invoice the COUNTY in a timely manner, in accordance with the payment terms listed in Section 3 - Pricing for the Services as defined herein. The COUNTY shall pay CONTRACTOR for all accepted Services invoiced in accordance with the payment terms listed in Section 3 - Pricing of the contract, or unless otherwise agreed to.

6.4 LATE FEES

Interest or late charges shall not exceed provisions set forth in Government Code section 926.10.

7. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

CONTRACTOR must repair, or pay for the repair of, any damage it causes to COUNTY real or personal property.

7.1 REPAIRS

The CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by the CONTRACTOR or employees or agents of the CONTRACTOR. Such repairs shall be made immediately after the CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

7.2 TIMELINESS

If the CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as reasonably determined by COUNTY, for such repairs shall be repaid by the CONTRACTOR by cash payment upon demand.

8. GENERAL TERMS AND CONDITIONS

The County of Sacramento General Terms and Conditions are attached hereto. CONTRACTOR agrees to be bound by our General Terms and Conditions located at the end of this Contract. In the event of any conflict, inconsistency or ambiguity between this Contract and the General Terms and Conditions, this Contract shall govern.

9. MINIMUM USAGE

Quantities ordered shall be those quantities "as required" by the COUNTY end user (i.e. the COUNTY Department using the goods and/or Services). The COUNTY does not guarantee a minimum quantity to be purchased during the contract period, nor is the COUNTY limited to purchase all requirements from CONTRACTOR.

10. WARRANTIES

CONTRACTOR warrants that the services, including any component or replacement parts, furnished, manufactured or provided by CONTRACTOR will be free from defects in material and workmanship for a period of ninety (90) days or manufacturer's warranty (whichever is greater) from date of performance. Any additional warranties provided by law, including, but not limited to, the warranty of merchantability and warranty of fitness for a particular purpose shall remain in full force and effect and inure to the benefit of COUNTY. COUNTY reserves all rights and remedies provided by law for breach of any applicable warranty related to the Goods.

Any proposal to disclaim these warranties, or amend the existing Contract Terms or Minimum Insurance requirements must be approved by COUNTY Risk Management, and COUNTY Counsel.

#### 11. REMEDIES

In the event of a material breach of this Contract by CONTRACTOR, COUNTY may avail itself of any other right and remedies available at law or in equity. Nothing herein shall limit COUNTY's rights to seek any available remedy including, but not limited to, damages and/or equitable relief, in a court of competent jurisdiction.

11.1 Each of the parties to this Contract shall be entitled to enforce such rights specifically (without posting a bond or other security), to recover damages caused by reason of any breach of any provision of this Contract and to exercise all other rights granted by law. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Contract and that any party may in its sole discretion apply to any court of law or equity of competent jurisdiction (without posting any bond or other security) for specific performance and for other injunctive relief in order to enforce or prevent violation of the provisions of this Contract.

#### 12. GOVERNING LAW

The parties acknowledge that this Contract has been negotiated and entered into in the State of California, COUNTY of Sacramento. The parties agree that this Contract shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Venue for any action or proceeding relating to or arising out of this Contract shall be in the County of Sacramento.

#### 13. SAFETY REQUIREMENTS

All services and merchandise must comply with current California State Department of Industrial Relations, Division of Industrial Safety Orders; Occupational Safety and Health Administration (OSHA); and California Department of Food and Agriculture (CDFA), if applicable.

#### 14. INSURANCE

Prior to commencement of any work under this Contract, CONTRACTOR shall provide and maintain in effect during the term of this Contract evidence of insurance coverage which is attached hereto and incorporated herein by reference. These insurance requirements can be found in the attached document titled "Appendix G - Minimum Insurance Requirements".

##### 14.1 EVIDENCE OF INSURANCE COMPLIANCE

CONTRACTOR or its insurance broker shall deliver the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage to COUNTY. COUNTY may designate an insurance certificate processor ("Processor") to accept and process CONTRACTOR's proof of insurance. CONTRACTOR shall deliver copies of the actual insurance policies, renewals, or replacements directly to COUNTY or Processor upon their request.

#### 15. TERMINATION

15.1 COUNTY may terminate this Contract without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (15.1).

15.2 COUNTY may terminate this Contract for cause after giving CONTRACTOR written notice of material breach of this Contract and thirty (30) days to cure in the manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (15.1) above.

15.3 COUNTY may terminate or amend this Contract immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the COUNTY is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Contract are not appropriated by the State; 3) if funds in COUNTY's yearly proposed and/or final budget are not appropriated by COUNTY for this Contract or any portion thereof; or 4) if funds that were previously appropriated for this Contract are reduced, eliminated, and/or re-allocated by COUNTY as a result of mid-year budget reductions.

15.4 If this Contract is terminated under paragraph 15.1 or 15.3 above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph 15.1 or 15.3 above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Contract as the services actually performed bear to the total services of CONTRACTOR covered by this Contract, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the Contract total based on the portion of the Contract term that has elapsed on the effective date of the termination.

15.5 CONTRACTOR shall not incur any expenses under this Contract after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONTRACTOR can legally cancel.

## 16. INDEMNIFICATION

To the fullest extent permitted by law, for work or services provided under this Contract, CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents (collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, resulting from injuries to or death of any person, including employees of either party hereto, and damage to or destruction of property, or loss of use or reduction in value thereof, including the property of either party hereto, and recovery of monetary losses incurred by COUNTY directly attributable to the performance of CONTRACTOR, to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, CONTRACTOR's sub-CONTRACTORS or subcontractors at any tier, or any other party for which CONTRACTOR is legally liable under law.

The right to defense and indemnity under this section arises upon occurrence of an event giving rise to a claim and tendered in writing to CONTRACTOR. CONTRACTOR shall defend Indemnified Parties with counsel reasonably acceptable to COUNTY.

Notwithstanding the foregoing, the parties expressly agree that CONTRACTOR's defense obligation under this indemnity obligation shall require CONTRACTOR to defend the Indemnified Parties until any of the following occur: (1) the judgment has become final by a Court of Competent Jurisdiction, (2) other mutually agreeable dispute resolution or settlement process establishing the proportionate percentage of fault of the parties under law. In the event that fault is apportioned between COUNTY and CONTRACTOR, CONTRACTOR's final cost of defense shall not exceed its proportionate percentage

of fault. To the extent that CONTRACTOR's cost of defense exceeds its proportionate percentage of fault, COUNTY shall reimburse CONTRACTOR. If requested by COUNTY, CONTRACTOR agrees to participate, at its own expense, in the defense of a Claim to provide testimony or to produce documents or other relevant information.

To the extent permitted by law, this indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR or CONTRACTOR's sub-CONTRACTORS or subcontractors at any tier.

Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party. The provisions of this indemnity obligation shall survive the expiration or termination of the Contract.

#### 17. LICENSES, PERMITS AND CONTRACTUAL GOOD STANDING

17.1 CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, COUNTY of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Contract and constitutes grounds for the termination of this Contract by COUNTY.

17.2 CONTRACTOR further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or COUNTY government contracts. CONTRACTOR certifies that it shall not contract with a Subcontractor that is so debarred or suspended.

#### 18. STATUS OF CONTRACTOR

18.1 It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent CONTRACTOR and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY as an independent CONTRACTOR, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

18.2 It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.

18.3 If, in the performance of this Contract, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and the COUNTY shall have no right or authority over such persons or the terms of such employment.

18.4 It is further understood and agreed that as an independent CONTRACTOR and not an employee of COUNTY, neither the CONTRACTOR nor CONTRACTOR's assigned personnel shall have a) any entitlement as a COUNTY employee; or b) except as otherwise provided by this Contract, the right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the

COUNTY to employees of the COUNTY.

18.5 Notwithstanding CONTRACTOR's status as an independent CONTRACTOR, COUNTY shall withhold from payments made to CONTRACTOR such sums as are required to be withheld from employees by the Federal Internal Revenue Code; the Federal Insurance Compensation Act; the State Personal Income Tax Law and the State Unemployment Insurance Code; provided, however, that said withholding is for the purpose of avoiding COUNTY's liability under said laws and does not abrogate CONTRACTOR's status as an independent CONTRACTOR as described in this Contract. Further, CONTRACTOR is not included in any group covered by COUNTY's present agreement with the federal Social Security Administration.

19. SUBCONTRACTS, ASSIGNMENT

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Contract or assigning this Contract. CONTRACTOR remains legally responsible for the performance of all Contract terms including work performed by third parties under subcontracts or assignment whether approved by COUNTY or not.

Any subcontracting will be subject to all applicable provisions of this Contract.

20. NOTICE OF MATERIAL CHANGE IN BUSINESS

CONTRACTOR agrees that, if it experiences a material change in its business during the term of this Contract, including, without limitation, a reorganization, restructuring, leveraged buyout, and/or bankruptcy, CONTRACTOR will immediately notify COUNTY.

21. PRIOR AGREEMENTS

This Contract constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this Contract. Any prior agreements, whether oral or written, between COUNTY and CONTRACTOR regarding the subject matter of this Contract are hereby terminated effective immediately upon full execution of this Contract.

22. MODIFICATION

This Contract can only be modified by a written amendment signed by the parties.

23. WAIVERS

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Contract shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Contract shall be binding upon COUNTY unless agreed in writing by the Purchasing Agent or designee and counsel for COUNTY.

24. SEVERABILITY

If any term or provision of this Contract shall, to any extent, be held invalid or unenforceable, the remainder of this Contract shall not be affected.

25. SUCCESSORS

This Contract shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they

were expressly named.

26. NO THIRD- PARTY BENEFICIARY RIGHTS

This Contract is entered into for the sole benefit of COUNTY and CONTRACTOR. No other parties are intended to be direct or incidental beneficiaries of this Contract and no third party shall have any right in, under or to this Contract.

27. NO JOINT VENTURE, PARTNERSHIP OR OTHER RELATIONSHIP CREATED

The relationship between COUNTY and CONTRACTOR is that solely of a CONTRACTOR and a buyer and no joint venture, partnership or other relationship is created or implied by this Contract.

28. FORCE MAJEURE

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

29. AUTHORITY TO EXECUTE

COUNTY and CONTRACTOR represent and warrant that each is duly authorized and has legal authority to execute this Contract and perform the obligations, herein.

30. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Contract are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

31. REPORTS

31.1 CONTRACTOR shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by Purchasing Agent or designee concerning CONTRACTOR's activities as they affect the Contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

31.2 CONTRACTOR agrees that, pursuant to Government Code section 7522.56, CONTRACTOR shall make best efforts to determine if any of its employees or new hires providing direct services to the county are members of the Sacramento County Employees' Retirement System (SCERS). CONTRACTOR further agrees that it shall make a report bi-annually (due no later than January 31st and July 31st) to the COUNTY with a list of its employees that are members of SCERS along with the total number of hours worked during the previous 6 months. This report shall be forwarded to issuing officer listed on page 1 of this Agreement.

31.3 CONTRACTOR's failure to comply with relevant SB 1383 regulations, effective January 1, 2022, to include reporting requirements in the provision of Recycled-Content Paper Products and/or Printing and Writing Paper and/or Recovered Organic Waste Material is a material breach of this Contract. CONTRACTOR shall be required to submit SB 1383 compliance reports to the County as directed.

Reports must be submitted to: sb1383reports@saccounty.gov. Information on SB1383 can be found here: California's Short-Lived Climate Pollutant Reduction Strategy

### 32. ECONOMIC SANCTIONS

Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, COUNTY shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

If the contract is \$5 million or more, CONTRACTOR shall provide a written report to COUNTY within 60 days of the Effective Date of the Contract or 60 days upon request regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect. The COUNTY shall keep the report on file as evidence of compliance with the Order.

### 33. WEB ACCESSIBILITY

CONTRACTOR shall ensure that all web sites and web applications provided by CONTRACTOR pursuant to this Contract shall comply with the County of Sacramento's Web Accessibility Policy. Failing to comply with the WCAG ("Web Content Accessibility Guidelines") Version 2.1, Level AA policy (<https://www.w3.org/TR/WCAG21/>) or take significant steps toward doing so in a reasonable amount of time by April 24, 2026, shall result in consequences up to and including refund of purchase price and/or termination of the Contract.

### 34. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Contract may be executed in several counterparts and shall be deemed one and the same Contract. Electronic and scanned signatures shall be deemed original signatures for all purposes, including proof of terms herein, and shall be binding on each party.

### 35. COOPERATIVE PARTICIPATION ALLIANCE TERMS

This Master Agreement is issued by the Lead Procurement Agency (LPA), County of Sacramento on behalf of Sacramento County Procurement Alliance (SCoPA). SCoPA is a procurement alliance formed by Sacramento County, Sacramento, CA for the benefit and participation of surrounding entities as outlined in Exhibit A. The group may include, but is not limited to, entities such as local governments, educational institutions, special districts or non-profits, that have joined together to leverage their joint buying power. The Master Agreement will be made available to additional Participating Agencies ("PAs") on a local, regional, or national level. These entities will operate under the same terms and pricing as LPA, County of Sacramento, including Administrative Fee and Sales Reporting provisions. PAs may include but aren't limited to municipalities, counties, states, higher education institutions, public authorities, councils of government, regional governments, public health institutions, or other eligible public agencies, educational institutions and non-profit organizations.

## APPENDIX G

### COUNTY OF SACRAMENTO MINIMUM INSURANCE REQUIREMENTS

Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Contract by CONTRACTOR, its agents, representatives or employees. COUNTY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of COUNTY Risk Manager, insurance provisions in these requirements do not provide adequate protection for COUNTY and for members of the public, COUNTY may require CONTRACTOR to obtain insurance sufficient in coverage, form and amount to provide adequate protection. COUNTY'S requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

#### 1. Verification of Coverage

CONTRACTOR shall furnish COUNTY with certificates evidencing coverage required below. Copies of required endorsements must be attached to the certificates provided. COUNTY Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of COUNTY and general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by COUNTY before performance commences. COUNTY reserves the right to require that CONTRACTOR provide complete, certified copies of any policy of insurance including endorsements offered in compliance with these specifications.

#### 2. Minimum Scope of Insurance

Coverage shall be at least as broad as:

**GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by COUNTY Risk Manager.

**AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 0001. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply. Personal Lines automobile insurance shall apply if vehicles are individually owned.

**WORKERS' COMPENSATION:** Statutory requirements of the State of California and Employer's Liability Insurance.

**PROFESSIONAL LIABILITY** or Errors and Omissions Liability insurance appropriate to CONTRACTOR'S profession.

UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

#### 3. Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate: \$2,000,000  
Products Comp/Op Aggregate: \$2,000,000  
Personal & Adv. Injury: \$1,000,000  
Each Occurrence: \$2,000,000  
Fire Damage: \$ 100,000

Automobile Liability:

- a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
- b. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

Workers' Compensation: Statutory.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Professional Liability or Errors and Omissions Liability: \$2,000,000 per claim and aggregate.

#### 4. Deductibles and Self-Insured Retention

Any deductible or self-insured retention that apply to any insurance required by this Contract must be declared and approved by COUNTY.

#### 5. Claims Made Professional Liability Insurance

If professional liability coverage is written on a Claims Made form:

- a. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONTRACTOR.
- b. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- c. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

#### 6. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain, as applicable, the following provisions:

**CYBER LIABILITY:** Insurance appropriate to the Consultant's profession and work hereunder. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

All Policies:

a. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-: VII. COUNTY Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of COUNTY and the general public are adequately protected.

b. MAINTENANCE OF INSURANCE COVERAGE: CONTRACTOR shall maintain all insurance coverages and limits in place at all times and provide COUNTY with evidence of each policy's renewal ten (10) days in advance of its anniversary date.

CONTRACTOR is required by this Contract to immediately notify COUNTY if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. CONTRACTOR shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Contract.

7. Commercial General Liability and/or Commercial Automobile Liability:

a. ADDITIONAL INSURED STATUS: COUNTY, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to COUNTY, its officers, directors, officials, employees, or volunteers.

b. CIVIL CODE PROVISION: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

c. PRIMARY INSURANCE: For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be endorsed to be primary insurance as respects COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, directors, officials, employees, or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

d. SEVERABILITY OF INTEREST: CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. SUBCONTRACTORS: CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTOR'S subcontractor.

8. Professional Liability:

PROFESSIONAL LIABILITY PROVISION: Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands and actions arising out of or resulting from professional services provided under this Contract.

9. Workers' Compensation:

WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, directors, officials, employees, agents or volunteers, which

might arise by reason of payment under such policy in connection with performance under this Contract by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, directors, officials, employees, agents or volunteers.

10. Notification of Claim

If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR'S performance under this Contract and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, CONTRACTOR shall give prompt and timely notice thereof to COUNTY. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

## EXHIBIT A to Agreement

between the COUNTY OF SACRAMENTO, hereinafter referred to as "COUNTY," and Officemotive, Inc., hereinafter referred to as "CONTRACTOR"

HIPAA Business Associate Provisions: If COUNTY determines that under this Agreement CONTRACTOR is a "Business Associate" of COUNTY, as defined in the Health Insurance Portability and Accountability Act (45 CFR 160.103), then CONTRACTOR shall comply with the Business Associate provisions contained in Exhibit A, which is attached hereto and incorporated by reference herein.

### HIPAA Business Associate Exhibit to Contract

Whereas, COUNTY, pursuant to the terms of the Agreement, wishes to disclose to CONTRACTOR and CONTRACTOR wishes to disclose to COUNTY, certain information, some of which may constitute Protected Health Information (PHI) including any in an electronic format (Electronic Protected Health Information or EPHI);

Whereas, in the course of the performance of the Agreement, CONTRACTOR will be provided with access to PHI;

Whereas, COUNTY and CONTRACTOR desire to protect the privacy and provide for the security of PHI disclosed to each other in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Title 45 Code of Federal Regulations (CFR), Title 42 CFR Section 1320d, and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the HIPAA Regulations) and other applicable laws and regulations.

Whereas, it appears that the CONTRACTOR is a Business Associate of COUNTY as that term is defined in the HIPAA regulations; and

Whereas, COUNTY is willing to provide CONTRACTOR and its agents with access to PHI such that CONTRACTOR can perform under the Agreement, under the terms of this Exhibit;

Whereas, the purpose of this Exhibit is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including, but not limited to, Title 45, Section 164.504(e) of the Code of Federal Regulations (CFR), as the same may be amended from time to time.

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

### I. HIPAA REQUIREMENTS

#### A. Definitions:

1. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium, including electronic (EPHI) as that term is defined in the Security Rule: 1) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and 2) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 164.501;

2. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g);

3. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Part 160 and Part 164, subparts A and E, as amended from time to time.

4. "Security Rule" shall mean the Security Standards, 45 CFR Parts 160, 162, and 164.

B. Permitted Uses and Disclosures: CONTRACTOR may use and/or disclose PHI received by it pursuant to the Agreement and this Exhibit solely for the purpose of performing its obligations under the Agreement and this Exhibit or as otherwise required by law. CONTRACTOR may disclose PHI to, and permit the use of PHI by, its employees, contractors, agents, or other representatives only to the extent directly related to and necessary for the performance of the Agreement and this Exhibit. CONTRACTOR shall not use or disclose PHI in any manner that would constitute a violation of HIPAA and the HIPAA regulations if so used by COUNTY.

C. Use and Disclosure for Contractor's Purposes and Data Aggregation: CONTRACTOR may, if necessary, use and disclose PHI for the proper management and administration of CONTRACTOR's business or to carry out CONTRACTOR's legal responsibilities. CONTRACTOR may also use PHI to provide data aggregation services to COUNTY as permitted by 45 CFR Section 164.504(e)(2)(i)(B).

D. De-Identification: Notwithstanding anything herein to the contrary, CONTRACTOR may store, analyze, access and use components of PHI that have been "de-identified" and that do not contain individually identifiable health information, provided that any such use is consistent with applicable laws and regulations.

E. Appropriate Safeguards: Prior to receipt of PHI in connection with the Agreement and Exhibit, CONTRACTOR shall implement and maintain appropriate security safeguards to ensure that PHI is not used or disclosed by CONTRACTOR in violation of this Exhibit or applicable laws and regulations. Security measures maintained by CONTRACTOR shall include such appropriate administrative, technical and physical safeguards as are necessary to protect such PHI. Such safeguards shall be designed to protect the confidentiality and integrity of such PHI obtained, accessed or created from or on behalf of COUNTY. Upon request by COUNTY, CONTRACTOR shall provide a written description of such safeguards. CONTRACTOR shall ensure that any sub-contract it maintains in order to meet the terms of this AGREEMENT includes the same requirements for appropriate safeguards as found in this AGREEMENT.

F. Reporting Unauthorized Uses and Disclosures: As required by 45 CFR Section 164.308(a)(2), the designated HIPAA Security Officer of CONTRACTOR shall notify COUNTY in writing within five (5) working days of its discovery of any use or disclosure of PHI not permitted by the Agreement or this Exhibit of which CONTRACTOR or its officers, employees or agents become aware. Such notice shall include the name of each individual, with address or other identifiers where known, whose unsecured protected health information (PHI) has been, or is reasonably believed by the CONTRACTOR to have been, accessed, acquired, or disclosed during such unauthorized use or disclosure.

Any unauthorized use or disclosure shall be treated as discovered by the CONTRACTOR on the first day on which such access, acquisition or disclosure is known to the CONTRACTOR, including any person, other than the individual committing the unauthorized use or disclosure, that is an employee, officer or other agent of the CONTRACTOR, or who should reasonably have known such unauthorized activities had occurred.

CONTRACTOR shall promptly identify, respond to and report to COUNTY any suspected or known "security incident" of which it becomes aware. Such term is defined in the HIPAA Security Rule, 45 CFR Section 164.304: the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.â€# CONTRACTORâ€™s incident report shall identify the date of the security incident, the scope of the security incident, the CONTRACTOR's response to the security incident and the identification of the

party responsible for causing the security incident, if known.

CONTRACTOR agrees that any sub-contractor of the CONTRACTOR that provides services to the CONTRACTOR directly related to this AGREEMENT has the same responsibilities regarding reporting unauthorized uses or disclosures as the CONTRACTOR. CONTRACTOR further agrees that it shall ensure that these responsibilities are defined in any sub-contract it enters into in order to service this AGREEMENT.

**G. Mitigating the Effect of Unauthorized Uses and Disclosures:**

CONTRACTOR shall take prompt corrective action to mitigate to the greatest extent possible, any harmful effects arising from any improper use and/or disclosure of PHI and shall take such other action pertaining to such unauthorized use or disclosure as may be required by applicable federal and state laws and regulations.

Mitigation shall include CONTRACTOR notification to each individual whose unsecured protected health information (PHI or EPHI) has been, or is reasonably believed by the CONTRACTOR to have been, accessed, acquired, or disclosed during such unauthorized use or disclosure. The standard for such notification shall comply with all notification requirements as specified in 45 CFR Subpart D.

Upon completion of such notification, the designated HIPAA Security Officer of CONTRACTOR shall provide the COUNTY Compliance Officer a report including the following: method(s) of communication used, as specified in 45 CFR Subpart D; date such notification was made; number of individuals notified; and a copy of the content of the notification.

CONTRACTOR agrees that any sub-contractor of the CONTRACTOR that provides services to the CONTRACTOR directly related to this AGREEMENT has the same responsibilities regarding mitigating any unauthorized uses or disclosures as the CONTRACTOR. CONTRACTOR further agrees that it shall ensure that these responsibilities are defined in any sub-contract it enters into in order to service this AGREEMENT.

**H. Individual Rights:** CONTRACTOR shall comply with the following individual rights requirements as applicable to PHI obtained, used or maintained by CONTRACTOR:

1. **Right of Access.** CONTRACTOR shall provide access to PHI, at the request of COUNTY and in the time and manner designated by COUNTY, to COUNTY or, as directed, to an individual in order to meet the requirements under 45 CFR Section 164.524.

2. **Right of Addendum.** CONTRACTOR shall make any Addendum to PHI that COUNTY directs or agrees to pursuant to 45 CFR Section 164.526 at the request of COUNTY or an individual, and in the time and manner designated by COUNTY.

3. **Documenting of Disclosures.** CONTRACTOR shall document such disclosures of PHI 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.

4. **Right to Accounting of Disclosures.** CONTRACTOR agrees to provide COUNTY or an individual, in the time and manner designated by COUNTY, such information collected in order to permit COUNTY to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

**I. County Obligations:**

1. COUNTY shall notify CONTRACTOR of any limitation in its notice of privacy practices in accordance with 45 CFR Section 164.520 to the extent that such limitation may affect CONTRACTOR's use or disclosure of PHI.

2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent that such changes may affect CONTRACTOR's use or disclosure of PHI.

3. COUNTY shall notify CONTRACTOR of any restriction to the use or disclosure of PHI that COUNTY

has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect CONTRACTOR's use or disclosure of PHI.

J. Contractor's Agents: CONTRACTOR shall require that any agent, subcontractor or other representative that is authorized to receive, use or have access to PHI obtained or created under the Agreement or this Exhibit shall agree in writing to adhere to the same restrictions, conditions and requirements regarding the use and/or disclosure of PHI and safeguarding of PHI that apply to CONTRACTOR under this Agreement and Exhibit. CONTRACTOR shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation. Such agreement shall identify COUNTY as a third-part beneficiary with rights of enforcement in the event of any violations by CONTRACTOR's agents, subcontractors or other representatives. Additionally, the agent, subcontractor or other representative shall be required to notify CONTRACTOR of any instances of which it is aware in which the confidentiality of PHI has been breached.

K. Regulatory Compliance: CONTRACTOR shall make its internal practices, books and records relating to the use and disclosure of PHI received from COUNTY, or created or received by CONTRACTOR on behalf of COUNTY, available to any state or federal agency, including the U.S. Department of Health and Human Services, for purposes of determining compliance with the HIPAA Regulations.

L. Inspection of Records: Within ten (10) calendar days of a written request, CONTRACTOR shall make available to COUNTY for inspection during normal business hours at CONTRACTOR's place of business all records, books, agreements, data, systems, policies and procedures relating to the use and/or disclosure of PHI received from, or created or received by CONTRACTOR on behalf of COUNTY, for purposes of enabling COUNTY to determine CONTRACTOR's compliance with the terms of this Exhibit. In the event that protected health information (PHI) has been, or is reasonably believed by the CONTRACTOR to have been, accessed, acquired, or disclosed, pursuant to (G) of this Exhibit, this advance notice by COUNTY may be waived.

M. Audit, Inspection and Enforcement By County: With reasonable notice, COUNTY and its authorized agents or contractors may audit and/or examine CONTRACTOR's facilities, systems, policies and procedures, data and records as may be necessary to determine compliance with the terms of this Exhibit. CONTRACTOR shall promptly correct any violation of this Exhibit found by COUNTY and shall certify in writing that the correction has been made. COUNTY's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of COUNTY's enforcement rights under this Agreement and Exhibit.

N. Compliance With Law: CONTRACTOR shall comply with all applicable federal and state laws and regulations, including, if applicable under the terms and requirements of the Agreement and this Exhibit, the HIPAA Standards for Electronic Transactions, 45 CFR Parts 160 and 162.

O. Interpretation: Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits COUNTY to comply with HIPAA and its implementing regulations.

P. Amendment: The parties agree to amend this Exhibit from time to time as necessary for COUNTY to comply with the requirements of HIPAA and its implementation.

Q. Term and Termination:

1. The terms of this Exhibit shall remain in effect for the duration of all services provided by CONTRACTOR and for so long as CONTRACTOR shall remain in possession of any PHI received from, or created or received by CONTRACTOR on behalf of COUNTY, unless COUNTY has agreed in accordance with this section that it is not feasible to return or destroy all PHI.
2. Upon termination of the Agreement and this Exhibit, CONTRACTOR shall recover any PHI relating to the Agreement and this Exhibit in the possession of its subcontractors, agents or representatives.

CONTRACTOR shall return to COUNTY, or destroy with consent of COUNTY, all such PHI plus all other PHI relating to the Agreement and this Exhibit in its possession and shall retain no copies. If CONTRACTOR believes that it is not feasible to return or destroy the PHI as described above, CONTRACTOR shall so notify COUNTY in writing. The notification shall include: i) a statement that CONTRACTOR has determined that it is not feasible to return or destroy the PHI in its possession, and ii) the specific reasons for such determination. If COUNTY agrees in its sole discretion that CONTRACTOR cannot feasibly return or destroy the PHI, CONTRACTOR shall ensure that any and all protections, requirements and restrictions contained in this Agreement and Exhibit shall be extended to any PHI retained after the termination of the Agreement and the Exhibit, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the PHI infeasible.

R. Insurance: In addition to any insurance requirements in the Agreement, CONTRACTOR shall maintain insurance, in such amounts as the COUNTY Risk Manager may deem necessary, to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed any minimum insurance requirements of the Agreement.

Item Mat Num	Tgt. qty.	Unit Description	Price / Unit	Unit of Measure	Extended Value
00010	50,000	Each Document Translation Services	1.00	/ 1 EA	50,000.00
00020	10,000	Each Additional Services	1.00	/ 1 EA	10,000.00

# PURCHASE ORDER/CONTRACT GENERAL CONDITIONS

1. **BID/QUOTE/PROPOSAL/TERMS AND CONDITIONS:** All of the terms and conditions of the bid, quote, or proposal against which this agreement is applied, are hereby incorporated.
2. **SALES TAX NOT INCLUDED:** Unless otherwise definitely specified, the unit prices do not include California sales and use tax or Sacramento County sales and use tax.
3. **INVOICING & PAYMENT:** Upon timely submission of itemized invoices by vendor/contractor, payment shall be made per the terms of this agreement and for the prices stipulated for supplies delivered and/or services rendered after inspection and acceptance. Deductions, if any, may be made from payment as provided by this agreement. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the vendor/contractor and approved by the County. In connection with any cash (payment) discount specified in this agreement, time will be computed from the date of complete delivery of the supplies, equipment or services as specified, or from the date the supplies correct invoices are received by the County, whichever is later. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.
4. **HOLD HARMLESS:** The vendor/contractor shall hold the County of Sacramento, its officers, agents, servants and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at his own expense, any and all actions brought against the County of Sacramento or himself because of the unauthorized use of such articles.
5. **DEFAULT BY VENDOR/CONTRACTOR:** In case of default by vendor/contractor, the County of Sacramento may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor/contractor, the difference between the price named in the contract or purchase order and actual cost thereof to the County of Sacramento. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.
6. **RIGHT TO AUDIT:** The County of Sacramento reserves the right to verify, by examination of vendor/contractor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.
7. **ASSIGNMENT:** This Contract or purchase order is not assignable by vendor/contractor either in whole or in part, without the prior written approval of the County.
8. **SUCCESSORS:** This agreement shall be binding upon to the benefit of the successors and assigns of the respective parties hereto.
9. **F.E.T. EXEMPTION:** County is exempt from Federal excise tax pursuant to Internal Revenue Code 26 U.S.C. Sec.4221(a)(4).
10. **CHARGES NOT INCLUDED ON FACE NOT ACCEPTABLE:** No charge will be accepted for packing, boxing, or cartage, except as specified in the Notice of Award. Freight collect shipments will not be accepted. Merchandise will not be accepted if payment is to be made at the time of delivery.
11. **TITLE/RISK OF LOSS:** Title, ownership and risk of loss or damage of the Goods shall be in accordance with Delivery/FOB Terms on page 1 of the contract. The Goods are delivered to, inspected and accepted by County, except when such loss or damage is due to the fault or negligence of the County.
12. **ALL MODIFICATIONS IN WRITING:** It is mutually understood and agreed that no alteration, modification or variation of price, quantity, supplies and/or services, and any terms of this contract shall be valid unless made it in writing and signed by the parties hereto, and that no oral understandings or agreements shall be binding.
13. **FORCE MAJEURE:** The Parties will not be held liable for delays or failure in fulfillment of the conditions of purchase order or contract resulting from events beyond the reasonable control of such parties. Such event include, but are not be limited to strikes, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear events, earthquakes, acts of terrorism, severe weather events and other disaster.
14. **VENDOR/CONTRACTOR TERMS AND CONDITIONS:** County's standard terms and conditions shall govern any contract awarded. If, after award of contract, vendor/contractor provides additional terms or conditions, and there is a conflict between the terms and conditions of the parties, County's terms and conditions shall govern.
15. **INFORMATION TECHNOLOGY ASSURANCES:** Vendor/contractor shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by vendor/contractor in the performance of services under this agreement, other than those owned or provided by County, shall be free from viruses. Nothing in this provision shall construed to limit any rights or remedies otherwise available to County under this agreement.
16. **COMPLIANCE WITH FAMILY SUPPORT ORDERS:** Vendor/contractor hereby certifies that it's principal owner(s) is in substantial compliance with Sacramento County's Department of Child Support Services Program, federal and state laws regarding lawfully served orders for child, family and spousal support, including wage reporting and assignment of wages. (Failure to comply with such orders and cure the default within 90 days of notice by the County shall be grounds for termination of the contract or purchase order.
17. **COMPLIANCE WITH ALL LAWS, LICENSES AND PERMITS:** In the performance of their duties, Vendor/contractor shall comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws and this contract shall be deemed to be executed within the State of California and construed with and governed by the laws of the State of California. Vendor/contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to comply with all laws, licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Contract.
18. **FOREIGN CURRENCY:** In the event vendor/contractor invoices submitted to the County of Sacramento is received in foreign currency, vendor understands and agrees the County of Sacramento will pay in US Dollars via wire, ACH, or check payment method. The County of Sacramento's payment of US Dollars will be calculated using the currency exchange rate on the invoice date, regardless of date paid, or received by vendor/contractor. The County of Sacramento calculates US Dollars based on the exchange rate on such invoice date provided by the Oanda currency converter site:  
<https://www1.oanda.com/lang/en/currency/converter/>.



Information Technology  
3003: Artificial Intelligence (AI)

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**Purpose**

This policy establishes a comprehensive governance structure to ensure that artificial intelligence (AI) systems are developed, deployed, and managed responsibly by the County of Sacramento (County).

It aims to maximize the benefits of AI systems that are utilized for the benefit of the community while safeguarding against potential harm, with a focus on privacy, transparency, accountability, equity, and security.

**Authority**

- Duties of the Chief Information Officer, Sacramento County Code 2.20.030.

**Scope**

This policy applies to all County departments and users who may be purchasing, configuring, developing, operating, maintaining, or decommissioning Sacramento County's AI systems or leveraging AI systems to provide services to Sacramento County.

**Definitions**

- Artificial Intelligence: A machine-based system that can make predictions, recommendations, summarizations, or decisions influencing real or virtual environments.
- Algorithm: A series of logical steps to turn inputs into outputs.
- AI System: Any system, software, sensor, or process that automatically generates outputs, including predictions, recommendations, summarizations, or decisions, to augment or assist in human decision-making.
- Deep Learning: A subset of machine learning, which is essentially a neural network with three or more layers.

## Information Technology 3003: Artificial Intelligence (AI)

- Generative AI (GenAI): A subset of AI that focuses on creating new content. This can include text, audio or video generated in response to a prompt or input data.
- Machine Learning: A set of techniques that can be used to train AI algorithms to improve performance on a task based off data.
- User: Includes any employee (permanent or temporary), contractor, consultant, vendor, volunteer, student or other person who uses County resources.

### **Policy**

County encourages the adoption of AI innovation while protecting sensitive County information and constituents' privacy. AI tools may be incorporated into a user's work where it can be beneficial for making services better, more equitable, and more efficient.

Users are required to verify AI-generated content to ensure quality, accuracy, and compliance with County guidelines and policies. Users are solely responsible for ensuring the quality, accuracy, and regulatory compliance of all AI generated content utilized in the scope of employment.

The County will regularly monitor and evaluate approved AI products to ensure they meet security and risk management criteria.

### Public Facing Services

When AI systems are used to provide a public facing service, the purpose, scope, and functionality of such AI system must be clearly communicated to the public. Members of the public must be afforded the opportunity to opt out of interacting with an AI tool upon request.

### Data Privacy and Security

Each user is responsible for using generative AI tools in a manner that ensures the security of sensitive information and aligns with County policies. Users are required to comply with all data privacy and security standards to protect Personally Identifiable Information (PII), Protected Health Information (PHI), or any sensitive data in generative AI prompts.

## Information Technology 3003: Artificial Intelligence (AI)

Users must treat AI prompts as if they were publicly visible online to anyone, and must treat all AI prompts, data inputs, and outputs as if they are subject to the Freedom of Information Act and Public Records Act.

Data privacy and security standards include but are not limited to:

- Health Insurance Portability and Accountability Act (HIPAA)
- Criminal Justice Information Systems (CJIS)
- Internal Revenue Service (IRS)
- California Consumer Privacy Act (CCPA)

### Use of County Email Address

When creating accounts with AI providers, County users must use their official County email address for security and accountability.

### **Prohibited Uses**

Certain AI systems are prohibited due to the sensitive nature of information processed and potential risks they pose. These prohibitions are in place to protect individuals and society from harm and to ensure ethical standards are upheld.

Only AI systems that align with human values, County values, and social good are permitted for use. AI systems used by County staff must not perpetuate biases or discrimination.

### Reporting Requirements

The following uses of AI systems cause harm, are prohibited, and must be reported immediately to a supervisor and the Information Security Office:

- The use of AI systems or tools to fully automate decisions without any human intervention or oversight to correct any errors or flaws.
- The use of AI systems or tools to target individuals and negatively manipulate their behaviors.
- The use of AI systems or tools for any illegal, harmful, or malicious activities. This includes activities that perpetuate unlawful bias, automate unlawful discrimination, and produce other harmful outcomes.

## Information Technology 3003: Artificial Intelligence (AI)

- The use of AI systems or tools to enter internal, sensitive, personally identifiable information (PII) or restricted data into any AI tool or service that has not been vetted for safety and security by the Department of Technology (DTech).

### **Procurement of AI Systems**

When purchasing, configuring, developing, operating, or maintaining AI systems, the County of Sacramento will:

- Uphold and comply fully with this policy.
- Obtain technical documentation about AI systems using the AI Fact Sheet or create equivalent documentation if internally developing the AI system. The Finance Department and Purchasing Office or appropriate purchasing authority is responsible for requiring vendors to complete the AI Fact Sheet.
- Require contractors to comply with the County of Sacramento's Artificial Intelligence (AI) Policy.
- In the event of an incident involving the use of an AI system, the County of Sacramento Incident Response Plan will be initiated. The Chief Information Security Officer (CISO) is responsible for overseeing the security practices of AI systems used by or on behalf of Sacramento County departments.

### **Decommissioning of AI Systems**

When an AI system is no longer needed, it must be decommissioned in a manner that ensures data security. All data stored within the AI system, including backups, must be securely erased using methods that comply with the County's data destruction standards. If the data qualifies as an official record, it must be retained according to the department's record retention policy.

### **Exceptions**

Departments requesting an exception to this policy must follow the Information Technology Risk Acceptance Process. Requests can be submitted using the Risk Acceptance Request form.

### **References**

- County of Sacramento Information Security Policy

Information Technology  
3003: Artificial Intelligence (AI)

- County of Sacramento Information Technology Security Manual (ITSM)

**Resources**

- County of Sacramento AI Fact Sheet

**Contact**

Chief Information Officer  
Technology  
Email: CIO@SacCounty.gov

**Authorized by**

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**History**

Revised	N/A
Established	Date 04/07/2025