Problem Resolution Report

CoSD Contract No. 568996
Updates to Accessibility Standards and Use of Artificial Intelligence
Peraton/CoSD – 166

Date: September 28, 2026
Title: Updates to Accessibility Standards and Use of Artificial Intelligence
PRR Number: 166

Summary:
In accordance with the provisions of the IT and Telecommunications Service Agreement by and between the County of San Diego ("County") and Peraton Enterprise Solutions LLC ("Contractor" and hereinafter collectively referred to as "the Parties") with the effective date November 15, 2016, agreement ("the Agreement") is reached on the effective date shown below.

Issue or Problem:
Title II of the Americans with Disabilities Act establishes regulations for complying with web content and mobile applications. Additionally, San Diego County Board of Supervisors Policy A-140 has established the Artificial Intelligence (AI) Board Policy to enable use of AI systems.

Resolution:
1. Section 20.3 of Americans with Disabilities Act is amended to be updated to the following:

20.3 American with Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations, and telecommunications services in compliance with the Americans with Disabilities Act (ADA), the California Fair Employment and Housing Act (FEHA), and California Administrative Code Title 24.

20.3.1 Contractor shall take all reasonable steps to make sure that any public-facing software, website, mobile application, or web content developed under this Agreement and related to County services, programs, or actions meets all requirements under federal and California law for accessibility to persons with disabilities. Contractor shall ensure that any such software, website, mobile application, or component thereof, identified by Contractor's toolsets as requiring remediation, meets the WCAG 2.1, Level AA accessibility standards, unless a higher standard of accessibility is required by federal or California law. Contractor must notify the County of significant updates made by Contractor or a party to any Assigned Contract(s) affecting accessibility.

For any public-facing software, website, mobile application, or web content developed under Assigned Contracts or by a Third-Party and related to County services, programs, or actions, Contractor shall assess remediation efforts necessary to meet accessibility requirements described above and notify the County to determine prioritization of content updates.

2. Section 20 of Legal Compliance is amended to add the following AI provision:

20.38 Use of Artificial Intelligence. Contractor shall comply with Board Policy A-140, Artificial Intelligence Board Policy. Without limiting the foregoing, Contractor shall disclose any artificial intelligence (AI) functionality (as defined in Board Policy) embedded in products or services provided under this Agreement and shall operate all AI systems in accordance with County standards for security, privacy, and ethical practices. Contractor shall implement human oversight for any AI-generated outputs to be used in the County's official capacity and maintain transparency by clearly attributing AI-generated content. Contractor shall support the retrieval and export of prompts, outputs, and training details upon a reasonable request by the County. Notwithstanding the foregoing, if the requested information is necessary to comply with any applicable law or regulation or is required to be provided by Contractor pursuant to any other section of the Agreement, including, but not limited to, Sections 12 and 13, the request shall be deemed reasonable and Contractor's immediate compliance shall be required. Contractor shall not use AI systems for prohibited purposes, including fully automated decisions without meaningful human oversight, covert tracking, social scoring, or behavioral manipulation. The County reserves the right to request reporting of all AI products and services in use and require modifications or cessation of use if compliance risks are identified. Any changes to AI functionality or features during the term of this Agreement shall be made in compliance with this clause and be reported in writing to the Contracting Officer's Representative prior to implementation.

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The resolution of the issue or problem as described in this Problem Resolution Report shall govern the Parties' actions under the Agreement until a formal amendment of the Agreement is implemented in accordance with the terms of the Agreement, at which time this Problem Resolution Report shall be deemed superseded and shall be null and void.

All other terms and conditions of the Agreement remain unchanged, and the Parties agree that such terms and conditions set forth in the Agreement shall continue to apply. Unless otherwise indicated, the terms used herein shall have the same meaning as those given in the Agreement.

IN WITNESS WHEREOF, The Parties hereto, intending to be legally bound, have executed by their authorized representatives and delivered this Problem Resolution Report as of the date first written above.

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COUNTY OF SAN DIEGO

MAGGIE RAMSBERGER, Interim Director
Department of Purchasing and Contracting

By:

Name: Maggie Ramsberger
Title: Interim Director, DPC
Date: Oct 21, 2026

PERATON ENTERPRISE SOLUTIONS LLC

By:

Name: Max Pinna
Title: Contracts Manager
Email: max.pinna@peraton.com
Date: Oct 21, 2026

By electronically signing this document, all parties accept the use of electronic signatures.

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAcJ4VwbD-E3nLhocvX91KsLgR5UhaWmPv