

SECOND AMENDMENT TO THE CONTRACT BETWEEN THE COUNTY OF SANTA CLARA AND SOURCEWISE

This is the Second Amendment to the Contract between the County of Santa Clara (COUNTY) and Sourcewise (CONTRACTOR) effective October 1, 2022, for the provision of In-Home Supportive Services (IHSS) Career Pathways Provider Training Program. The original contract was approved by the County of Santa Clara Procurement Department on April 6, 2023.

This Contract is amended as follows:

Effective upon execution, the parties agree to comply with the provisions contained in the following exhibits and articles, which are either attached hereto or stated below, and incorporated herein by this reference and made a part of the Contract.

1. Replace Exhibit A-1: Program Provisions, with A-2: Program Provisions which is attached hereto and incorporated by this reference.
2. Replace Exhibit B-1: Scope of Service and Staffing Plan, with Exhibit B-2: Scope of Service and Staffing Plan which is attached hereto and incorporated by this reference.
3. Replace Exhibit C.1-1: Budget (FY 2024), with Exhibit C.1-2: Budget which is attached hereto and incorporated by this reference.
4. Add Exhibit C.2: Budget (FY 2025), which is attached hereto and incorporated by this reference.
5. Replace Exhibit D-1: Logic Model, with Exhibit D-2: Logic Model which is attached hereto and incorporated by this reference.
6. Add Exhibit E: Contractor Access Security Statement, which is attached hereto and incorporated by this reference.
7. Add Exhibit F: Santa Clara County Social Services Agency Online Privacy and Security Training Disclosure Agreement, which is attached hereto and incorporated by this reference.
8. Add Exhibit G: County Information Technology User Responsibility Statement for Third Parties, which is attached hereto and incorporated by this reference.
9. **Article I, General Terms, #3. CONFLICTS OF INTEREST** is revised to read, **#3 CONFLICTS OF INTEREST, POLITICAL REFORM ACT** e., is deleted in its entirety.
10. Add **Article IV, Statutes, Regulations, and Polices, #16. LEVINE ACT COMPLIANCE**
16. LEVINE ACT COMPLIANCE
 CONTRACTOR will comply and will ensure that its agents (as that term is defined under 2 Cal. Code Regs. § 18438.3(a)) and its subcontractors identified in Contractor's proposal responding to a COUNTY solicitation and/or identified in this Contract ("Subcontractors") comply, with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8), which (1) require a party to a proceeding involving a contract to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than \$250 that the party or their agent has made within the prior 12 months, and (2) prohibit a party to a proceeding involving

a contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than \$250 to any COUNTY officer during the proceeding and for 12 months following the final decision in the proceeding. CONTRACTOR agrees to submit disclosures required to be made under the Levine Act at the Office of the Clerk of the Board of Supervisors website at <http://www.sccgov.org/levineact>, and shall require Subcontractors to do the same. If this Contract is to be considered or voted upon by the COUNTY's Board of Supervisors, CONTRACTOR shall complete the Levine Act CONTRACTOR Form: Identification of Subcontractors and Agents, and if applicable, shall ensure that any Subcontractor completes the Levine Act Subcontractor Form: Identification of Agents, and CONTRACTOR must submit all such forms to the County as a prerequisite to execution of the Contract.

11. Article V. Insurance Requirements is revised to read:

EXHIBIT B-2 with Cyber

INSURANCE REQUIREMENTS FOR
STANDARD CONTRACTS ABOVE \$100,000

Indemnity

Notwithstanding any other provision of this Agreement, Contractor shall indemnify, release, hold harmless, and defend, with counsel approved by County of Santa Clara (hereinafter "County"), County and its officers, agents, and employees from any claim, demand, suit, judgment, liability, loss, injury, damage, or expense of any kind (including attorneys' fees and costs) arising out of, or in connection with, performance of this Agreement by Contractor and/or its officers, agents, employees, or sub-contractors, excepting only loss, injury, or damage caused by the sole negligence or willful misconduct of personnel employed by County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for County as allowed by law. Contractor shall reimburse County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation or process in which Contractor contests its obligation to indemnify, defend, and/or hold harmless County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless

otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury - \$1,000,000

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- d. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Cyber Liability

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000

7. Cyber liability coverage shall include at a minimum, but not limited to:

- a. Information Security and Privacy Liability

b. Privacy Notification Costs

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

All other terms and conditions of the Contract remain in full force and effect. In the event of a conflict between the original Contract and this Amendment, this Amendment controls.

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR hereby agree to the terms of this Contract.

COUNTY OF SANTA CLARA

CONTRACTOR

Susan Ellenberg
President, Board of Supervisors
Date: _____

DocuSigned by:

B3119351F63E428


Aneliza Del Pinal, Chief Executive Officer
Sourcewise
Date: 4/17/2024

Signed and certified that copy of this document
has been delivered by electronic or other means to
the President, Board of Supervisors.

ATTEST:

Curtis Boone
Acting Clerk of the Board of Supervisors
Date: _____

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:

41CC7552497247F

Nandini Iyer, Deputy County Counsel
Date: 4/17/2024

Exhibit A-2: Program Provisions**CONTRACTOR:** Sourcewise**PROGRAM/PROJECT NAME:** In-Home Supportive Services (IHSS) Career Pathways
Provider Training**1. SCOPE OF WORK**

CONTRACTOR will provide the Career Pathways Program for providers of IHSS and Waiver Personal Care Services (WPCS) to increase the quality of care, recruitment, and retention of providers of services for recipients of IHSS and to provide training opportunities for career advancement in the home care and health care industries.

2. DELIVERABLES**a. Invoices**

CONTRACTOR will submit invoices in a format approved by COUNTY with required information from CDSS for program reimbursement and as outlined in Section 6 of this Exhibit. Invoices must be signed by the CONTRACTOR.

b. SSA Outcome Measurement Reporting

CONTRACTOR will submit a quarterly report as outlined in Section 7 of this Exhibit and Exhibit D-2: Work Plan Logic Model.

3. TERM OF CONTRACT

The term begins on October 1, 2022 and expires on December 31, 2024, unless terminated earlier or otherwise amended.

4. MAXIMUM FINANCIAL OBLIGATION

COUNTY will reimburse CONTRACTOR actual allowable expenditures subject to the provisions of this Contract, for a total not to exceed \$118,395 for period October 1, 2022 through June 30, 2023, \$362,480 for period July 1, 2023 through June 30, 2024, and \$197,688 for period July 1, 2024 through December 31, 2024 for a total of \$678,563.

5. BUDGET CONTINGENCY

This Contract is contingent upon the appropriation of sufficient funding by the County for the services covered by this Contract. Notwithstanding the termination provisions set forth herein, if funding is reduced or depleted by the County for services covered by this Contract, the County has the option to either terminate this Contract without notice (except that necessary to transition clients in the discretion of the County) and with no liability occurring to the County, or to offer an amendment to this Contract indicating the reduced amount.

6. COMPENSATION TO CONTRACTOR**a. FEE FOR SERVICE CONTRACT**

- i. CONTRACTOR will be paid by COUNTY in accordance with Exhibit A-2: Program Provisions, Exhibit B-2: Scope of Service and Staffing Plan, Exhibit C.1-2: Budget for FY 2024 and Exhibit C.2: Budget for FY 2025, for the performance of services as outlined in this Contract up to the : maximum compensation. These costs will also be in accordance with current cost principles and with all other requirements of this contract:

1. For Non-Profit Agencies, OMB Circular A-122.
2. For Local Governments, OMB Circular A-87.

Exhibit A-2: Program Provisions

3. For Public and Nonprofit Institutions of Higher Education, OMB Circular A-121.
 4. For Profit Making Organization, 41 CFR Part 1.
- ii. If CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR will have no claim whatsoever against COUNTY.
 - iii. CONTRACTOR must participate in a closeout period at the end of the COUNTY funding period. During the closeout period all funds awarded to CONTRACTOR must be reconciled to the costs incurred and to the remaining cash, if any. A closeout packet will be provided to CONTRACTOR by COUNTY at the end of the funding period and is due within forty-five (45) days thereafter. This provision survives the termination of this Contract.
- b. **COMPENSATION**
- CONTRACTOR must submit to COUNTY an invoice in a form approved by COUNTY with required information from CDSS for program reimbursement, by the tenth (10th) working day of each month for the month just preceding in which services were performed. The CONTRACTOR will get paid on a monthly basis upon receiving an accurate account and invoice for service rendered.
- i. Prior to submittal, invoices must be certified and signed by a responsible officer of CONTRACTOR with authority to certify that the information submitted by CONTRACTOR is accurate and CONTRACTOR is entitled to payment under the terms of the Contract. COUNTY may rely on said certification in making payment, but this payment will not constitute a waiver of any of COUNTY's legal rights or objections.
 - ii. If the invoice is in proper form and the items billed are payable under this Contract, COUNTY will make payment to CONTRACTOR.
 - iii. COUNTY will not be required to make payment if the amount claimed is not in accordance with the provisions of this Contract. All payments under this Contract will be made directly to CONTRACTOR as a corporate entity. Under no circumstances will COUNTY be required to make payments in any amount pursuant to this Contract to any other parties, including individual employees or creditors of CONTRACTOR.
 - iv. COUNTY is not obligated to reimburse CONTRACTOR for any expenditure not reported to COUNTY within sixty (60) calendar days after the end of the last month of the Contract term.

7. OUTCOME MEASUREMENT REPORTING

This contract requires SSA's performance and outcome measurement reporting in order to demonstrate the impact of services on client populations. CONTRACTOR shall monitor, measure and report on the service outputs and outcomes outlined in Exhibit D-2: Logic Model. CONTRACTOR must submit to COUNTY a quarterly report using the form provided by the COUNTY. Instructions and training to complete the form can be found on <https://www.youtube.com/watch?v=Ij2VUO4PhW8>.

Exhibit A-2: Program Provisions

CONTRACTOR must submit the report by the fifteenth (15th) calendar day after each quarter for services performed during the preceding quarter.

8. ADJUSTMENT TO EXHIBIT B-2: SCOPE OF SERVICE AND STAFFING PLAN

A written adjustment to the Scope of Service/Staffing Plan may be approved by the COUNTY Representative, or designee, identified in this Exhibit, without a contract amendment as long as the adjustment reflects approved original program provisions and both parties are notified at least 10 days before the adjusted Scope of Service/Staffing Plan begins.

9. ADJUSTMENT TO EXHIBIT D-2: LOGIC MODEL

A written adjustment to the Work Plan Logic Model may be approved by the COUNTY Representative, or designee, identified in this Exhibit, without a contract amendment as long as the adjustment reflects approved original program provisions and both parties are notified at least 10 days before the adjusted Logic Model begins.

10. SERVICE PROVIDED

- a. CONTRACTOR must inform COUNTY of services and activities performed under this Contract and accept appropriately referred clients from the COUNTY for contract services as part of CONTRACTOR's client base.
- b. CONTRACTOR must coordinate services with other organizations providing similar services in order to foster community cooperation and avoid unnecessary duplication of services.

11. CONTRACT REPRESENTATIVES

- a. CONTRACTOR designates Aneliza Del Pinal, Chief Executive Officer, as CONTRACTOR's representative for the purpose of performing the services as required by this Contract. Unless otherwise indicated in writing, the above named person has the primary authority and responsibility to carry out this Contract.
- b. COUNTY designates the Director of Social Services Agency, or designee, as its representative for the purpose of managing the services performed pursuant to this Contract.

12. NOTICES

All notices prescribed by this Contract will be in writing and deemed effective if sent by certified mail or registered mail and properly deposited with the United States Postal Service, postage prepaid with return receipt requested and addressed as follows:

- a. To COUNTY:

Social Services Agency
Office of Contracts Management
333 West Julian Street
San Jose, California 95110-2335
- b. To CONTRACTOR:

Sourcewise
Aneliza Del Pinal, Chief Executive Officer
3100 De La Cruz Blvd, Ste 310
Santa Clara, CA 95054

Exhibit A-2: Program Provisions

13. COUNTY'S CONTRACT TRANSITION PROCESS

CONTRACTOR agrees to provide all information deemed necessary by the County for use in subsequent procurement cycles.

Exhibit B-2: Scope of Service**CONTRACTOR:** Sourcewise**PROGRAM/PROJECT NAME:** In-Home Supportive Services (IHSS) Career Pathways Provider Training**A. SERVICE DESCRIPTION AND EXPECTED OUTCOME**

CONTRACTOR will provide the Career Pathways Program for providers of IHSS and Waiver Personal Care Services (WPCS) to increase the quality of care, recruitment, and retention of providers of services for recipients of IHSS and to provide training opportunities for career advancement in the home care and health care industries.

B. DELIVERABLES, MILESTONES, TIMELINE FOR PERFORMANCE

1. CONTRACTOR or their authorized training education partner shall provide the following services:
 - a. Provide mechanism for Independent Provider (IP) class registration, waitlists, and class reminders, including:
 - i. Set up training classes on online platform, such as Zoom.
 - ii. Provide class times and registration links to the California Department of Social Service (CDSS) for inclusion in online Course Catalog.
 - iii. Send class reminders to registrants.
 - iv. Cancel training classes if registration does not meet minimum number of ten (10) registrants.
 - b. Confirm IP eligibility in the Case Management Information and Payroll System (CMIPS) for all class registrants and those on the waitlist, including:
 - i. Remove ineligible providers from class registration and notify ineligible providers why they were removed.
 - ii. Update incorrect data in class registration system (i.e, incorrect provider ID) so class export/upload data provided to CDSS matches the CMIPS.
 - c. Deliver CDSS approved training classes at set dates/times as set forth by the Public Authority and its authorized training partners and in languages as specified. Classes will be offered Monday – Saturday between 9AM – 7PM, at least once per month. CONTRACTOR will provide the below twelve (12) classes, to be delivered online with some held in-person. The combined number of classes to be offered in FY24 and FY25 is 738.
 - i. Ten (10) classes are offered by training partner, Fremont Union High School Adult Education (FUHSD). One (1) class is only offered Jan-Sept 2024. Three (3) classes are only offered in June–Sept 2024. The total class commitment is 684 for FY24-FY25.

Class Name	Total/Mo	Language(s)
Alzheimer's Basics	4	English, Mandarin, Spanish, Vietnamese
Last Phase of Life	4	English, Mandarin, Spanish, Vietnamese
Mental Health	4	English, Mandarin, Spanish, Vietnamese
Nutrition	4	English, Mandarin, Spanish, Vietnamese
Safety and Infection Prevention	4	English, Mandarin, Spanish, Vietnamese
Understanding Diabetes	4	English, Mandarin, Spanish, Vietnamese

Exhibit B-2: Scope of Service

Basic First Aid (Jan-Sept 2024)	2-4	English
CPR (June-Sept 2024)	4	English (in-person)
Personal Care (June-Sept 2024)	4	English (in-person)
Safe Lifting (June-Sept 2024)	2	English (in-person)

- ii. Two (2) classes are offered by the Public Authority in English only, for six months (July-Dec 2023), at least once per month for a total of 12 classes.

Class Name	Total/Mo	Language
The Skilled Care Provider	1	English
Caregiver Stress Management	1	English

- iii. Two (2) classes are offered by the Emergency and Health Training Center (EHTC) in-person and English only, three times per month from March-September 2024 for a total of 42 classes.

Class Name	Total/Mo	Language
Basic First Aid	3	English
CPR	3	English

- d. Provide the following services during and after each class:
- i. Take attendance before, during, and after class.
 - ii. Administer pre- and post- test quizzes.
 - iii. Send certificate of completion to all attendees with information specified by CDSS.
- e. Provide monthly and quarterly reports to the CDSS, including:
- i. Provide monthly or bi-monthly reports of registrations and class attendance to CDSS for each completed class using CDSS supplied template.
 - ii. Provide quarterly reports regarding pre- and post- test results per class; compare against two previous quarter's results.
 - iii. Provide additional information as requested by CDSS.
2. CONTRACTOR must complete classes by December 31, 2024.
3. CONTRACTOR will provide CDSS with registration links for inclusion in the Career Pathways Course Catalog approximately two-three weeks prior to the following month's classes being offered.

C. CONTRACTOR AND COUNTY RESPONSIBILITIES REGARDING ACCESS TO CMIPS

1. The COUNTY and CONTRACTOR agree to the following:
- a. COUNTY and CONTRACTOR are responsible for complying with all Local, State and Federal confidentiality laws and regulations applicable to the obligations under this Agreement, including in WIC sections 10850 and 14100.2.
 - b. The parties shall implement procedures to protect information from unauthorized access, use, modification, transfer, dissemination, or disclosure in any way.
 - c. CONTRACTOR will ensure that access to the CMIPS system is limited only to information required for this program and that it be conducted in a secure manner and compliant with the provisions and authorization requirements of this agreement.

Exhibit B-2: Scope of Service**2. ACCESS**

CONTRACTOR may access COUNTY's CMIPS system in compliance with COUNTY's Request for Systems Access, and Remote Access Security Requirements, Privacy and Security Certification Policy.

a. Request for Access

- i. CONTRACTOR must comply to the data access request process for access to. Compliance to this process is required to ensure appropriate and accurate access is being provided for compliance and security purposes.
- ii. Only COUNTY approved users are allowed access to the system, CONTRACTOR must update COUNTY on any termination of access for its approved users, including when an approved user is terminated.
- iii. CONTRACTOR must update COUNTY on any new request(s) for access to COUNTY data, including requests for additional CONTRACTOR staff to access CMIPS .
- iv. CONTRACTOR must assist COUNTY as needed to complete any applicable forms related to COUNTY data/and or systems including CMIPS.

b. Remote Access Security Requirements

- i. "Remote access" is the act of connecting to COUNTY systems from a non-County network infrastructure.
- ii. All employees of CONTRACTOR working on the COUNTY systems must ensure compliance with requirements listed on Exhibit E: Contractor Access Security Statement and return a signed copy to the COUNTY's designated Program Monitor.

c. Privacy and Security Certification Policy

- i. CONTRACTOR must ensure the security and privacy of the client's Personally Identifiable Information (PII). This Policy will govern all employees, vendors, contractors, community-based organization and any stakeholders that work for or have an affiliation with, and/or a working relationship with the COUNTY and have access to PII's.
- ii. It is mandatory for all individuals requiring access to any COUNTY system to successfully complete the Social Services Agency (SSA) Online Privacy and Security Certification and Training once every twelve (12) months. COUNTY systems include applications and/or software (collectively referred to as "Toolkit") such as CalSAWS, BenefitsCal, CalHEERS, CMIPS, MEDS, EBT/EPPIC, BCW, Work Number, SFIS, OCAT, Access, and/or VSAS that contains PII's AND/OR have opportunity to review/access client's information obtained as a result of access to Toolkit.
- iii. After completion of the initial certification and training, access will be authorized for one (1) calendar year from the date of completion of training. The SSA Online Privacy and Security training must be completed annually, for the duration of the CONTRACTOR's relationship with COUNTY. Upon completion, all employees of CONTRACTOR with access to the Toolkit return a signed copy of Exhibit F: SCCSSA Online Privacy & Security Training Disclosure Agreement to the COUNTY's designated Program Monitor.
- iv. If individual fails to recertify, their access to the Toolkit will be discontinued at the end of the certification period.
- v. If individual is locked out of any system that provides information regarding our client's PII, and/or they have let their certification/training lapsed and/or did not

Exhibit B-2: Scope of Service

complete the SSA Online Privacy and Security Certification Training, access CANNOT be restored or granted to the until the certification/training has been successfully completed.

d. **User Responsibility Requirements**

- i. CONTRACTOR must comply with standards for accessing the COUNTY information systems and/or networks. All employees of CONTRACTOR working on the COUNTY system and CMIPS systems are personally responsible for knowledge and understanding of these standards and are personally responsible for any actions they take that do not comply with these standards.
- ii. All employees of CONTRACTOR and CONTRACTOR's subrecipients working on the COUNTY / CMIPS systems must ensure compliance with requirements listed on Exhibit G: County Information Technology User Responsibility Statement For Third Parties. A signed copy of each Exhibit must be submitted to the COUNTY's designated Program Monitor.

D. PERFORMANCE STANDARDS

1. Performance will be monitored and evaluated by Department of Aging and Adult Services (DAAS) Program Monitor and CDSS to ensure the Career Pathways program goals are being met.
2. Performance will be monitored and evaluated by the designated DAAS Program Monitor to ensure that the services meet the need of COUNTY and other participants.
3. The COUNTY will evaluate and document the CONTRACTOR'S performance in accordance with COUNTY policy and standards. The CONTRACTOR'S evaluation will consist of, but not limited to, the review of the quality of delivered services and desired outcomes.
4. CONTRACTOR will perform the agreed services according to the scheduled timeline listed in Section B: Deliverables, Milestones, and Timeline for Performance. Services will be executed in accordance with reasonable professional standards in the field consistent with the degree of skills and care ordinarily exercised by vendors performing scope of services, purpose, and magnitude comparable with the services provided under this agreement.
5. CONTRACTOR must immediately inform the COUNTY in writing any condition, situation, issue or problem that may impact the performance of the services.

E. CRITICAL INCIDENT REPORTING PROVISION

1. The CONTRACTOR shall report and document all major and/or sensitive incidents ("critical incidents") to the COUNTY pursuant to the procedures and timing outlined below. The COUNTY, in its sole discretion, may require the CONTRACTOR to conduct all necessary follow-up after reporting critical incidents. If there is any doubt about whether an incident should be reported, the default shall be for the CONTRACTOR to report the incident to the COUNTY. Nothing in the section shall be interpreted to compel CONTRACTOR to disclose client information in violation of CONTRACTOR's professional duties to maintain confidentiality as required by federal or state law, grant requirements, or canons governing the practice of law, including under the California Model Rules of Professional Conduct, Business and Professions Code Sections 6068 and 6453, 42 U.S.C.1320d-6 (HIPAA), or the Older Americans Act and California Department on Aging guidelines.

Exhibit B-2: Scope of Service

2. A "critical incident" generally refers to an unanticipated and unusual event or occurrence which (1) impacts or poses a risk to the health or safety of the participants, if any, and/or CONTRACTOR's staff; or (2) represents a significant deviation from the standard of care for the participants, if any, served by the CONTRACTOR. Critical incidents include, but are not limited to, the following allegations and/or events:
- a. Boundary violation (e.g., inappropriate contact/communication/or other interaction between a service provider and participants, if any, served by the CONTRACTOR).
 - b. Sexual assault or misconduct.
 - c. Physical, psychological, or emotional abuse or neglect.
 - d. Attempted suicide.
 - e. Death.
 - f. Serious injury or death related to the services provided under the contract.
 - g. Serious injury or death of any person on property owned, leased, or operated by the CONTRACTOR, including but not limited to facilities, parks, sidewalks, roads, and parks.
 - h. Serious damage to the property of another related to the services provided by the CONTRACTOR under this Agreement.
 - i. Event requiring significant medical intervention (e.g., emergency medical services, inpatient stay, complications from psychotropic medication regimen, overdose, 5150).
 - j. Notice that the District Attorney's Office will or has filed a criminal charge against participants and their child(ren), if any, served by the CONTRACTOR.
 - k. Notice that the District Attorney's Office will or has filed a criminal charge against any staff member of CONTRACTOR.
 - l. Use of or possession of a weapon by participants and their child(ren), if any, served by the CONTRACTOR or by CONTRACTOR's staff.
 - m. Any phone calls made to 911 or law enforcement.
 - n. Criminal conduct involving CONTRACTOR personnel;
 - o. Any other incident outside the realm of normal events that may have an adverse effect on the client, or the integrity and operation of the program.
 - p. Any event that has a significant possibility of resulting in a claim or lawsuit against the CONTRACTOR that is related to this Agreement.
 - q. Any event that has a possibility of receiving public or media attention.
3. When the CONTRACTOR, or an employee or agent of the CONTRACTOR, knows or has reason to believe that a critical incident has occurred or may have occurred, the CONTRACTOR must notify the COUNTY as soon as possible but no later than twenty-four (24) hours from when the incident occurred. The CONTRACTOR must include the following information in all incident reports: name and contact information of the submitting individual; name and email address of the best contact for immediate access to a CONTRACTOR staff member who can answer questions regarding the incident; an indication of whether press coverage is likely; an incident description, including date, time, and location of the incident; the names and job titles of CONTRACTOR personnel involved in the incident; and a description of any action taken in response to the incident.

**Santa Clara County
Social Services Agency**

FY 2023-2025

**Exhibit B-2: Scope of Service
Staffing Plan**

Contractor: Sourcewise
Contract Period: July 1, 2023 - December 31, 2024
Program: IHSS Career Pathways Provider Training

Provide the following information for each staff member who would be assigned to fulfill the terms of contract.

#	Staff Job Title	Activities Staff Person Will Perform	Education, Experience, and Qualifications	Language and Cultural Competence
1	Training Specialist	Provide mechanism for Independent provider class registration, waitlists and class reminders; Confirm eIP eligibility in Case Management information and Payroll system for all class registrants and those on the waitlist; Deliver training classes; Monthly and quarterly reporting to CDSS.	Bachelor's Degree in Early Childhood Education. Experienced Teacher/Instructor, Teacher's Assistant. Excellent communicator, HR/people operations and onboarding.	Fluent in Vietnamese and English. Experience working with older adults.
2	Accounting/Payroll Manager	Provide invoices to county Fiscal with required information from CDSS for program reimbursement.	Processes and records the payroll and PA invoices/reporting. Advanced diploma in Business Management from Thames School of Business in Singapore and BA in Accounting at Lincoln University. Lead employee for Sourcewise payroll and benefits since 2008.	Proficient in English, Chinese, Cantonese, and Malaysian

Agency Name:	Public Authority Services by Sourcewise
Contract Period:	July 1, 2023 - June 30, 2024
Program Name:	IHSS Career Pathways Provider Training

A Source of Funds	B FY24 Amount	C % of Total Funding	D Commitment Code
Social Services Agency (SSA)*	\$ 362,480	100%	1
Other Funding Sourcces			
	\$ -	0%	
	\$ -	0%	
	\$ -	0%	
	\$ -	0%	
	\$ -	0%	
	\$ -	0%	
	\$ -	0%	
	\$ -	0%	
Total Funding Resources**	\$ 362,480	100%	

Commitment Code	
1	Firm Commitment-Already have an agreement or letter confirming funding
2	Anticipated Renewal of Existing Funding-Continuation of current year funding
3	Anticipated Resource-Projection of previous fees or donations
4	Application Pending-Application has been submitted, no confirmation at this time
5	Pre-Application-Not yet submitted and expect funding

* The SSA line in FY24 Amount, Column "B" should equal the Grand Total of Column "B" in the Budget Detail.

** The Total Funding Resources in Column "B" should equal the Grand Total of Column "D" in the Budget Detail.

Santa Clara County
Social Services Agency

FY 2024

Exhibit C.1-2 BUDGET
Budget Detail

Agency Name:	Public Authority Services by Sourcewise
Contract Period:	July 1, 2023 - June 30, 2024
Program Name:	IHSS Career Pathways Provider Training

A Contracted Service*	B Rate	C Est. Quantity*	D Total
Classes - FUHSD	\$ 744.45	444	\$ 330,536
Classes - ETHC	\$ 480.00	24	\$ 11,520
PA Admin - Classes FUHSD + EHTC	\$ 26.00	468	\$ 12,168
Certificates (First Aid, CPR)	\$ 6.00	648	\$ 3,888
Classes - PA	\$ 364.00	12	\$ 4,368
Grand Total			\$ 362,480

*To request an adjustment to estimated quantity for budget line items during the course of the fiscal year, contractor must submit to the County an advance budget revision request form and get written pre-approval from the County. Rate changes and adding or removing line items are generally not permitted through a budget revision request.

Santa Clara County
Social Services Agency

FY 2024

Exhibit C.1-2: BUDGET
Budget Narrative

Agency Name: Public Authority Services by Sourcewise
Contract Period: July 1, 2023 - June 30, 2024
Program Name: IHSS Career Pathways Provider Training

Please provide detail for each line item. Narrative should explain each service, including the ancillary services that are included as part of the primary service. All ancillary services listed in the Outputs section of your Work Plan, but not included as a budget line item, should be included in the Narrative for the line item to which it corresponds.

Contracted Service(s)*	Narrative
Career Pathways Classes - Delivered by Fremont Union High School Adult Education	FUHSD Adult School is teaching six of the approved Career Pathways classes in four languages: English, Spanish, Vietnamese and Chinese (Mandarin). Authorized classes include: Alzheimer's Basics, Last Phase of Life, Mental Health, Nutrition, Safety and Infection Prevention, and Understanding Diabetes. In addition, four more authorized classes to be offered in English only include: Basic First Aid, CPR, Personal Care and Safe Lifting. FUHSD is using it's own LMS to manage registrations, waitlists and attendees. They provide class planning, instruction, quizzes, written quarterly class evaluation, certificates of completion and reporting per CDSS requirements.
Career Pathways Classes - Delivered by Emergency and Health Training Center	Emergency and Health Training Center will offer two in-person classes in English only: Basic First Aid and CPR. EHTC is using it's own system to manage registrations, waitlists and attendees. They provide class planning, instruction, quizzes, written quarterly class evaluation, certificates of completion and reporting per CDSS requirements. Three classes per month will be offered, starting in March 2024.
Admin for Classes delivered by Fremont Union High School Adult Education and Emergency and Health Training Center (EHTC)	Independent Provider eligibility must be confirmed through the state payrolling and case management system (CMIPS) and only authorized IHSS and Public Authority Staff have access. This function must be completed by PA staff for every class that FUHSD Adult School and EHTC are teaching. This administrative service is billed for separately on a per class basis.
Career Pathways Classes - Delivered by Public Authority	Public Authority is teaching two approved Career Pathways classes in English only. Authorized classes are The Skilled Care Provider and Caregiver Stress Management. The plan is offer each class once a month. Public Authority will use a free registration platform (likely to be EventBrite) to manage registrations, waitlists and attendees. The PA will do class planning, instruction, quizzes, written quarterly class evaluation, certificates of completion and reporting per CDSS requirements.

*Contracted Services rate always include all direct, indirect, and administrative costs related to providing the services. This includes, but is not limited to, personnel cost, travel, technology, training, curriculum development or acquisition costs, support staff, management, credentialing, and quality improvement and/or quality assurance.

Agency Name: Public Authority Services by Sourcewise
Contract Period: July 1, 2024 - December 30, 2024
Program Name: Career Pathways Provider Training

A Source of Funds	B FY25 Amount	C % of Total Funding	D Commitment Code
Social Services Agency (SSA)*	\$ 197,688	100%	1
Other Funding Sourcces			
	\$ -	0%	
	\$ -	0%	
	\$ -	0%	
	\$ -	0%	
	\$ -	0%	
	\$ -	0%	
	\$ -	0%	
	\$ -	0%	
Total Funding Resources**	\$ 197,688	100%	

Commitment Code	
1	Firm Commitment-Already have an agreement or letter confirming funding
2	Anticipated Renewal of Existing Funding-Continuation of current year funding
3	Anticipated Resource-Projection of previous fees or donations
4	Application Pending-Application has been submitted, no confirmation at this time
5	Pre-Application-Not yet submitted and expect funding

* The SSA line in FY25 Amount, Column "B" should equal the Grand Total of Column "B" in the Budget Detail.

** The Total Funding Resources in Column "B" should equal the Grand Total of Column "D" in the Budget Detail.

Santa Clara County
Social Services Agency

FY 2025

Exhibit C.2: BUDGET
Budget Detail

Agency Name: Public Authority Services by Sourcewise
Contract Period: July 1, 2024 - December 30, 2024
Program Name: Career Pathways Provider Training

A Contracted Service*	B Rate	C Est. Quantity*	D Total
Classes - FUHSD	\$ 744.45	240	\$ 178,668
Classes - ETHC	\$ 480.00	18	\$ 8,640
PA Admin - Classes FUHSD + EHTC	\$ 26.00	258	\$ 6,708
Certificates (First Aid, CPR)	\$ 6.00	612	\$ 3,672
Grand Total			\$ 197,688

*To request an adjustment to estimated quantity for budget line items during the course of the fiscal year, contractor must submit to the County an advance budget revision request form and get written pre-approval from the County. Rate changes and adding or removing line items are generally not permitted through a budget revision request.

Agency Name:	Public Authority Services by Sourcewise
Contract Period:	July 1, 2024 - December 30, 2024
Program Name:	Career Pathways Provider Training

Please provide detail for each line item. Narrative should explain each service, including the ancillary services that are included as part of the primary service. All ancillary services listed in the Outputs section of your Work Plan, but not included as a budget line item, should be included in the Narrative for the line item to which it corresponds.

Contracted Service(s)*	Narrative
Career Pathways Classes - Delivered by Fremont Union High School Adult Education (FUHSD)	FUHSD Adult School is teaching six of the approved Career Pathways classes in four languages: English, Spanish, Vietnamese and Chinese (Mandarin). Authorized classes include: Alzheimer's Basics, Last Phase of Life, Mental Health, Nutrition, Safety and Infection Prevention, and Understanding Diabetes. In addition, four more authorized classes to be offered in English only include: Basic First Aid, CPR, Personal Care and Safe Lifting. FUHSD is using it's own LMS to manage registrations, waitlists and attendees. They provide class planning, instruction, quizzes, written quarterly class evaluation, certificates of completion and reporting per CDSS requirements.
Career Pathways Classes - Delivered by Emergency and Health Training Center (EHTC)	Emergency and Health Training Center will offer two in-person classes in English only: Basic First Aid and CPR. EHTC is using it's own system to manage registrations, waitlists and attendees. They provide class planning, instruction, quizzes, written quarterly class evaluation, certificates of completion and reporting per CDSS requirements. Three classes per month will be offered, starting in March 2024.
Admin for Classes delivered by Fremont Union High School Adult Education and Emergency and Health Training Center (EHTC)	Independent Provider eligibility must be confirmed through the state payrolling and case management system (CMIPS) and only authorized IHSS and Public Authority Staff have access. This function must be completed by PA staff for every class that FUHSD Adult School and EHTC are teaching. This administrative service is billed for separately on a per class basis.

*Contracted Services rate always include all direct, indirect, and administrative costs related to providing the services. This includes, but is not limited to, personnel cost, travel, technology, training, curriculum development or acquisition costs, support staff, management, credentialing, and quality improvement and/or quality assurance.

Logic Model -**Career Pathways Provider Training**Agency Name: **Public Authority Services by Sourcewise****A. Contract Goal:**

Recruit, train and retain network of high-skilled care workers. Improve consumer experience and care outcomes. Support a career ladder that allows care workers to build their skills and opportunities for career advancement.

B. Situation

IHSS care providers are paid lower wages than skilled and/or educated individuals. Many have English as a second language which is also a barrier to better paying jobs. This program pays care providers to take training classes that will improve their skills and knowledge to be better care providers. If they want to advance/build skills in home health or in a medical setting, these classes will be a stepping stone for career advancement and higher paying jobs.

C. Activities/Services

IHSS Care Providers will attend training classes offered by FUHSD

IHSS Care Providers will attend training classes offered by Public Authority

IHSS Care Providers will attend training classes offered by EHTC

**D1. # of
unduplicated
clients/families
served per FY**

7661 Clients

**D2. # of
Outputs
per FY**

684

12

42

D3. Output

3-hour training class

3-hour training class

3-hour training class

**E. Short/Long Term
Outcome Measures**

90% of the participants will successfully complete training with FUHSD

90% of the participants will successfully complete training with Public Authority

90% of the participants will successfully complete training with EHTC

80% of the participants will report an improvement in their skill set and knowledge to be better care providers upon completion of the FUHSD training as measured by pre/post test quizzes.

80% of the participants will report an improvement in their skill set and knowledge to be better care providers upon completion of the Public Authority training as measured by pre/post test quizzes.

80% of the participants will report an improvement in their skill set and knowledge to be better care providers upon completion of the EHTC training as measured by pre/post test quizzes.

Contractor Access Security Statement

Agreement Between Contractor: Sourcewise and County of Santa Clara Department of Employment & Benefit Services**1. Definitions**

- a. "Remote Access" is the act of accessing County Systems from a non-County network infrastructure.
- b. "County Systems," for purposes of this Exhibit, include but are not limited to, all County-owned, leased or managed servers, mainframe computers, desktop computers, laptop computers, handheld devices (including smart phones, wireless PDAs and Pocket PCs), equipment, networks, application systems, databases, software, phone systems, any device with network capabilities (e.g., a workstation with an attached modem, routers, switches, laptop computers, handheld devices), and any other system that stores, processes, and/or transmits County-owned information/data. These items are typically under the direct control and management of the County. "County Systems" also include these items when they are under the control and management of a service provider for use by County, as well as any personally-owned device that an individual has express written permission to use for County purposes.
- c. "County-owned information/data," for purposes of this Exhibit, is any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a service provider for use by County. This information/data is the exclusive property of County unless constitutional provision, State or Federal statute or case law provide otherwise. County-owned information/data does not include a User's personal, non-County business information, communications, data, files and/or software transmitted by or stored on a personally-owned device if that information/data is not transported across a County network or does not reside in a County System or on a network or system under the control and management of a service provider for use by County.
- d. "Contractor employees" includes Contractor's employees, agents, representatives, contractors or subcontractors performing services under this Agreement.

2. Scope of Access

- a. County grants Remote Access privileges (through the method described in section 9) for Contractor to access the following County Systems (collectively referred to as "Designated Systems"), in accordance with the terms of this Agreement:

County System: Case Management Information and Payrolling System (CMIPS)

- b. All other forms of access to the Designated Systems, or to any County System that is not specifically named, is prohibited.

Contractor Access Security Statement

- c. Remote Access is granted for the purpose of Contractor providing services and performing its obligations as set forth in this Agreement including, but not limited to, supporting Contractor-installed programs. Any access to the Designated Systems, County-owned information/data, or any other County System or asset that is not specifically authorized under the terms of this Agreement is prohibited and is a material breach that may result in immediate termination of this Agreement for cause and any penalty allowed by law. Contractor may only access the Designated Systems
- d. County will review the scope of Contractor's Remote Access rights periodically.

3. Security Requirements

- a. Contractor will not install any Remote Access capabilities on any County System unless such installation and configuration is approved by the County Information Security Office and meets or exceeds NIST 800-53 standards, or an equivalent industry standard.
- b. Contractor will only remotely access Designated Systems, including access initiated from a County System, if the following conditions are met:
 - 1) Upon request by an authorized County representative, Contractor will submit documentation verifying its own network security mechanisms to County for County's review and approval. The County reserves the right to advanced written approval of Contractor's security mechanisms prior to Contractor being granted Remote Access.
 - 2) The Remote Access method agreed upon pursuant to paragraph 9 must include the following minimum control mechanisms:
 - a) Two-Factor Authentication: An authentication method that requires two of the following three factors to confirm the identity of the user attempting Remote Access. Those factors include: 1) something you possess (e.g., security token and/or smart card); 2) something you know (e.g., a personal identification number (PIN)); or 3) something you are (e.g., fingerprints, retina scan). The only exceptions are County approved County-site-to-Contractor-site Virtual Private Network (VPN) infrastructure.
 - b) County personnel will control authorizations (permissions) to specific systems or networks.
 - c) All Contractor systems used to remotely access County Systems must have industry-standard anti-virus and other security measures that might be required by the County (e.g., software firewall) installed, configured, and activated.

4. Monitoring/Audit

County will monitor access to, and activities on, County Systems, including all Remote Access attempts. Data on all activities will be logged on a County System and will include the date, time, and user identification.

Contractor Access Security Statement

5. Copying, Deleting or Modifying Data

Contractor is prohibited from copying, modifying, or deleting any data contained in or on any County System unless otherwise stated in this Agreement or unless Contractor receives prior written approval from County. This does not include data installed by the Contractor to fulfill its obligations as set forth in this Agreement.

1. Connections to Non-County Networks and/or Systems

Contractor agrees to make every effort to protect data contained on County Systems within Contractor's control from unauthorized access. Prior written approval is required before Contractor may access County Systems from a non-designated system. Such access will use information security protocols that meet or exceed NIST 800-53 standards, or an equivalent industry standard. Remote Access must include the control mechanisms noted in Paragraph 3(b)(ii) above.

2. Remote Access Contacts

The following persons are points of contact for purposes of this Exhibit:

Contractor: Edith Gong

Director

Sourcewise

3100 De La Cruz Blvd, Ste 310, Santa Clara, CA 95054

Phone #: (408) 350-3244

Email Address: egong@pascc.org

County: Heather Mitchell

CalSAWs/ Manager

Santa Clara County Program Support, Research and Evaluation

353 W Julian St. 6th Floor, San Jose CA 95110-2335

Phone #: 408-755-7508

Email Address: Heather.Mitchell@ssa.sccgov.org

Either party may change the aforementioned names by providing the other party with no less than three (3) business days prior written notice.

3. Additional Requirements

Contractor agrees to the following:

- a. Only Contractor employees providing services or fulfilling Contractor obligations under this Agreement will be given Remote Access rights.
- b. Any access to Designated Systems, other County Systems and/or County-owned information/data that is not specifically authorized under the terms of this Agreement is prohibited and is a material breach that may result in immediate termination of the Agreement for cause and any other penalty allowed by law.
- c. An encryption method that meets or exceeds Federal Information Processing Standard (FIPS) Publication 140-2 will be used.

Contractor Access Security Statement

- d. Contractor shall protect the integrity of County Systems and County-owned information/data while remotely accessing County resources, and shall report any suspected security incident or concern to the County Service Desk within 24 hours: (408) 970-2222 or support@tss.sccgov.org.
- e. Contractor shall ensure compliance with the terms of this Exhibit and the Exhibit on County Information Technology User Responsibility Statement for Third Parties by all Contractor employees performing services under this Agreement.
- f. Contractor employees have no right, or expectation, of privacy when remotely accessing County Systems or County-owned information/data. County may use audit tools to create detailed records of all remote access attempts and remote access sessions, including User identifier, date, and time of each access attempt.
- g. Contractor employees that have been provided with a County-owned device intended for remote access use, such as a laptop or other Mobile Device, shall ensure that the device is protected from damage, access by third parties, loss, or theft. Contractor employees shall report loss or theft of such devices to the County Service Desk within 24 hours: (408) 970-2222 or support@tss.sccgov.org.

4. Remote Access Methods

- a. All forms of Remote Access will be made in accordance with mutually agreed upon industry standard protocols and procedures, which must be approved in writing by the County. The remote access solution must conform to County policy and security requirements.
- b. Remote Access Back-Up Method may be used in the event that the primary method of Remote Access is inoperable.
- c. Contractor agrees to abide by the following provisions related to the Primary and (if applicable) Backup Remote Access Methods selected below. (Please mark appropriate box for each applicable Remote Access Method; if a method is not applicable, please check the button marked N/A).

1) **VPN Site-to-Site** ☒ **Primary** ☐ **Backup** ☐ **N/A**

The VPN Site-to-Site method involves a VPN concentrator at both the Contractor site and at the County, with a secure "tunnel" opened between the two concentrators. If using the VPN Site-to-Site Method, Contractor support staff will have access to the Designated Systems from selected network-attached devices at the Contractor site.

2) **VPN Client Access** ☐ **Primary** ☒ **Backup** ☐ **N/A**

In the VPN Client Access method, a VPN Client (software) is installed on one or more specific devices at the Contractor site, with Remote Access to the County (via a County VPN concentrator) granted from those specific devices only.

An Authentication Token (a physical device or software token that an authorized remote access user is given for user authentication purposes, such as a CryptoCard, RSA token, SecureAuth IdP, Arcot software token, or other such one-

Contractor Access Security Statement

time-password mechanism approved by the County Information Security Office) will be issued to the Contractor in order to authenticate Contractor staff when accessing County Designated Systems via this method. The Contractor agrees to the following when issued an Authentication Token:

- a) Because the Authentication Token allows access to privileged or confidential information residing on the County's Designated Systems, the Contractor agrees to treat the Authentication Token as it would a signature authorizing a financial commitment on the part of the Contractor.
- b) A hardware Authentication Token is a County-owned physical device, and will be labeled as such. The label must remain attached at all times.
- c) The Authentication Token is issued to an individual employee of the Contractor and may only be used by the designated individual.
- d) The Authentication Token must be kept in the possession of the individual Contractor employee it was issued to or in a secured environment under the direct control of the Contractor, such as a locked office where public or other unauthorized access is not allowed.
- e) If the Contractor's remote access equipment is moved to a non-secured site, such as a repair location, the Authentication Token will be kept under Contractor control.
- f) If the Authentication Token is misplaced, stolen, or damaged, the Contractor will notify the County TechLink Center by phone within 24 hours.
- g) Contractor agrees to use the Authentication Token as part of its normal business operations and for legitimate business purposes only.
- h) The Authentication Token will be issued to Contractor following execution of this Agreement. Hardware Authentication Tokens will be returned to the County's Tech Link Center within five (5) business days following contract termination, or upon written request of the County for any reason.
- i) Contractor will notify the County's the County TechLink Center within one working day of any change in personnel affecting use and possession of the Authentication Token. The County Service Desk contact information is (408) 970-2222 or support@tss.sccgov.org. Contractor will obtain the Authentication Token from any employee who no longer has a legitimate need to possess the Authentication Token. The County will recoup the cost of any lost or non-returned hardware Authentication.
- j) Contractor will not store account or password documentation or PINs with Authentication Tokens.
- k) Contractor will ensure all Contractor employees that are issued an Authentication Token will be made aware of and provided with a written copy of the requirements set forth in this Exhibit.

3) County-Controlled VPN Client Access ☐ Primary ☐ Backup ☒ N/A

This form of Remote Access is similar to VPN Client access, except that the County will maintain control of the Authentication Token and a PIN number will be provided to the Contractor for use as identification for Remote Access purposes.

Contractor Access Security Statement

When the Contractor needs to access County Designated Systems, the Contractor must first notify the County's Remote Access Contact.

The County's TechLink Center will verify the PIN number provided by the Contractor. After verification of the PIN the County's designee will give the Contractor a one-time password which will be used to authenticate Contractor when accessing the County's Designated Systems. Contractor agrees to the following:

- a) Because the PIN number allows access to privileged or confidential information residing on the County's Designated Systems, the Contractor agrees to treat the PIN number as it would a signature authorizing a financial commitment on the part of the Contractor.
- b) The PIN number is confidential, County-owned, and will be identified as such.
- c) The PIN number must be kept in a secured environment under the direct control of the Contractor, such as a locked office where public or other unauthorized access is not allowed.
- d) If the Contractor's remote access equipment is moved to a non-secured site, such as a repair location, the PIN number will be kept under Contractor control.
- e) The PIN number can only be released to an authorized employee of the Contractor and may only be used by the designated individual.
- f) If the PIN number is compromised or misused, the Contractor will notify the County's designee within one (1) business day.
- g) Contractor will use the PIN number as part its normal business operations and for legitimate business purposes only. Any access to Designated Systems, other County Systems, and/or County-owned information/data that is not specifically authorized under the terms of this Agreement is prohibited and is a material breach that may result in immediate termination of the Agreement for cause and any other penalty allowed by law.
- h) The PIN number will be issued to Contractor following execution of this Agreement.
- i) The PIN number will be inactivated by the County's designee within five (5) business days following contract termination, or as required by the County for any reason.

4) County-Controlled Enexity Access ☐ Primary ☐ Backup ☒ N/A

The County-Controlled Enexity Access method involves using Securelink's Enexity tool installed in the County. County will establish a gateway where Contractor can access the Designated Systems from selected network-attached devices at the County site. County will control the access list for Contractors with access through Enexity gateways.

Signatures of Contractor Employees receiving Authentication Tokens (**Only for VPN Client Access and if tokens issued by County**):

Contractor Access Security Statement

SIGNATURE: _____ [TYPE NAME AND TITLE HERE.]

Date: _____

SIGNATURE: _____ [TYPE NAME AND TITLE HERE.]

Date: _____

SIGNATURE: _____ [TYPE NAME AND TITLE HERE.]

Date: _____

SIGNATURE: _____ [TYPE NAME AND TITLE HERE.]

Date: _____

Santa Clara County Social Services Agency Online Privacy and Security Training Disclosure Agreement

Please Print

Under the penalty of perjury, this document certifies that I,

Last Name: _____ First Name: _____

Physical Work Address: _____

Work Telephone Number: _____

Email Address: _____

I am an employee or representative of (Name of Organization):

Organization Address (if different from above Work Address):

I have completed the Social Services Online Privacy and Security Training as required by the County of Santa Clara. And will comply with the information set forth in said training.

By signing this form, I further understand my civil liability, that in addition to being guilty of a misdemeanor, a person responsible for unauthorized, negligent disclosure of confidential information may expose himself to civil liability and the client who is damaged by such a disclosure may bring suit against the person.

Date Successfully Completed Training: _____ Last 4 digits of SSN
or 4 digit PIN: _____

Location: <https://360.articulate.com/review/content/62779dfa-3d24-4637-bff8-dfaeca3df3be/review>

I understand that I must complete this training annually as required, and that my access to programs supported by Santa Clara County Social Services Agency CalSAWs Application Triage and Support (CATS) will be terminated in one year from the date of successful completion of training if I do not comply.

Signature: _____ Title: _____

Date: _____

FOR COUNTY USE ONLY

Received by: _____

Date Received: _____

County Information Technology User Responsibility Statement for Third Parties

Agreement Between Contractor: Sourcewise and County of Santa Clara Department of Employment & Benefit Services**1. DEFINITIONS**

- a. *"County Confidential Information"* is all material non-public information, written or oral, disclosed, directly or indirectly, through any means of communication or observation by County to Contractor or any of its affiliates or representatives
- b. *"County Systems"* include but are not limited to, all County-owned, leased or managed servers, mainframe computers, desktop computers, laptop computers, handheld devices (including smart phones, wireless PDAs and Pocket PCs), equipment, networks, application systems, databases, software, phone systems, any device with network capabilities (e.g., a workstation with an attached modem, routers, switches, laptop computers, handheld devices), and any other system that stores, processes, and/or transmits County-owned information/data. These items are typically under the direct control and management of the County. *"County Systems"* also include these items when they are under the control and management of a service provider for use by County, as well as any personally-owned device that an individual has express written permission to use for County purposes.
- c. *"County-owned information/data,"* for purposes of this Exhibit is any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a service provider for use by County. This information/data is the exclusive property of County unless constitutional provision, State or Federal statute or case law provide otherwise. County-owned information/data does not include a User's personal, non-County business information, communications, data, files and/or software transmitted by or stored on a personally-owned device if that information/data is not transported across a County network or does not reside in a County System or on a network or system under the control and management of a service provider for use by County.
- d. *"Mobile Device"* is any portable computing device that fits one of the following categories: laptops, smartphones, or tablets. *"Mobile Device"* does not include devices that are used exclusively for the purpose of making telephone calls.
- e. *"Users"* include all employees, agents and/or representatives of Contractor performing services under this Agreement.

2. GENERAL REQUIREMENTS

- a. Contractor will provide Users with a written copy of this Exhibit and will ensure that Users know, understand and comply with the requirements of this Exhibit. Users allowed access to County resources shall sign the Acknowledgement and Receipt. In all cases, such access shall be subject to approval by an authorized County representative.
- b. Users are personally responsible for knowing and understanding these requirements, and are personally responsible for any actions they take that do not comply with County

County Information Technology User Responsibility Statement for Third Parties

- policies and standards. If a User is unclear as to requirements, User shall ask County for guidance.
- c. If a User is issued an account for a County System, User shall comply with the following County standards for password definition, use, and management:
 - 1) Minimum password length is 12 characters unless a particular County System has a different requirement or is not technically feasible.
 - 2) The password must be high complexity (contains one of each, upper, lower, number, symbol).
 - 3) The password must be rotated every 90 days.
 - 4) User must not reuse the last 10 passwords.
 - 5) Access to County System is denied after 5 failed logon attempts.
 - d. Only authorized County staff may attach any form of computer equipment to a County network or system. This includes, but is not limited to, attachment of such devices as mobile devices, peripherals (e.g., external hard drives, printers), and USB storage media. It excludes County wireless networks provided specifically for the use of guests or visitors to County facilities.
 - e. User shall not use USB storage media on any County System. All such devices shall be County-owned, formally issued to User by County, and used only for legitimate County purposes.
 - f. User shall not connect County-owned computing equipment, including USB storage media, to non-County systems or networks, unless County gives its express written permission. This formal approval process ensures that the non-County system or network in question has been evaluated for compliance with County security standards. An example of a permitted connection to a non-County system or network would be approved connection of a County issued laptop to a home network.
 - g. User shall not install, configure, or use any device intended to provide connectivity to a non-County network or system (such as the Internet), on any County System, without County's express written permission. If authorized to install, configure or use such a device, User shall comply with all applicable County standards designed to ensure the privacy and protection of data, and the safety and security of County Systems. Any allowed installation shall not be activated until it is reviewed and approved in writing by an authorized County representative.
 - h. The unauthorized implementation or configuration of encryption, special passwords, biometric technologies, or any other methods to prevent access to County resources by those individuals who would otherwise be legitimately authorized to do so is prohibited.
 - i. Users shall not attempt to elevate or enhance their assigned level of privileges unless County gives its express written permission. Users who have been granted enhanced privileges due to their specific roles, such as system or network administrators, shall not abuse these privileges and shall use such privileges only in the performance of appropriate, services performed under this Agreement.

County Information Technology User Responsibility Statement for Third Parties

- j. Users shall use County-approved authentication mechanisms when accessing County networks and systems, and shall not deactivate, disable, disrupt, or bypass (or *attempt* to deactivate, disable, disrupt, or bypass) any security measure or security configuration implemented by County.
- k. Users shall not circumvent, or attempt to circumvent, legal guidelines on software use and licensing. If a User is unclear as to whether a software program may be legitimately copied or installed, it is the responsibility of the User to check with County.
- l. All software on County Systems shall be installed by authorized County support staff except as provided in this Agreement. Users may not download or install software on any County system unless express written permission has been obtained from County such as in this Agreement.
- m. Users shall immediately report to the County TechLink Center the loss or theft of County-owned computer equipment, or of personally-owned computer equipment that has been approved for use in conducting County business or performing services under a Supplemental Agreement. The County Service Desk contact information is (408) 970-2222 or support@tss.sccgov.org.
- n. Users must be aware of security issues and shall immediately report incidents to the County Information Security Office involving breaches of the security of County Systems or breaches of County-owned information/data, such as the installation of an unauthorized device, or a suspected software virus or other occurrences of malicious software or content. The Information Security Office's contact information is cybersecurityteam@iso.sccgov.org.
- o. Users shall respect the sensitivity, privacy and confidentiality aspects of all County-owned information. In particular:
 - 1) Users shall not access, or attempt to access, County Systems or County-owned information/data unless specifically authorized to do so by the terms of this Agreement.
 - 2) If User is assigned a County account, User shall not allow unauthorized individuals to use their account; this includes the sharing of account passwords.
 - 3) Users shall not without County's written permission, use or disclose County-owned information/data other than in the performance of its obligations under this Agreement.
 - 4) Users shall take every precaution to ensure that all confidential or restricted information is protected from disclosure to unauthorized individuals.
 - 5) Users shall not make or store paper or electronic copies of information unless required to provide services under this Agreement.
 - 6) Users shall comply with all confidentiality requirements in Contractor's Agreement with the County. Users shall not use or disclose County Confidential Information other than in the performance of its obligations for County. All County Confidential Information shall remain the property of the County. User shall not acquire any ownership interest in County Confidential Information.

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- p. Users shall do all of the following:
 - 1) Users shall not change or delete County-owned information/data unless performing such changes is required to perform services under this Agreement.
 - 2) Users shall avoid actions that might introduce malicious software, such as viruses or worms, onto any County system or network.
 - 3) Upon termination or expiration of this Agreement, Users shall not retain, give away, or remove any County-owned information/data or document from any County System or County premises. Users shall return to County all County-owned assets, including hardware and data.
- q. Electronic information transported across any County network, or residing in any County System, is potentially subject to access by County technical support staff, other County personnel, and the general public. Users should not presume any level of privacy for data transmitted over a County network or stored on a County System.
- r. Users must protect, respect and not infringe upon all intellectual property rights, including but not limited to rights associated with patents, copyrights, trademarks, trade secrets, proprietary information, County Confidential Information, and confidential information belonging to any other third party.
- s. All information resources on any County System are the property of County and are therefore subject to County policies regarding acceptable use. No User may use any County System or County-owned information/data for the following purposes:
 - 1) Personal profit, including commercial solicitation or conducting or pursuing their own business interests or those of another organization that are not related to the User conducting County business. This prohibition does not apply to User's performance of contractual obligations for the County.
 - 2) Unlawful or illegal activities, including downloading licensed material without authorization, or downloading copyrighted material from the Internet without the publisher's permission.
 - 3) To access, create, transmit, print, download or solicit material that is, or may be construed to be, harassing or demeaning toward any individual or group for any reason, including but not limited to on the basis of sex, age, race, color, national origin, creed, disability, political beliefs, organizational affiliation, or sexual orientation, unless doing so is legally permissible and necessary in the course of conducting County business.
 - 4) To access, create, transmit, print, download or solicit sexually-oriented messages or images, or other potentially offensive materials such as, but not limited to, violence, unless doing so is legally permissible and necessary in the course of conducting County business.
 - 5) Knowingly propagating or downloading viruses or other malicious software.
 - 6) Disseminating hoaxes, chain letters, or advertisements.

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3. INTERNET AND EMAIL

- a. Users shall not use County Systems for personal activities.
- b. When conducting County business or performing services under this Agreement, Users shall not configure, access, use, or participate in any Internet-based communication or data exchange service unless express written permission has been given by County. Such services include, but are not limited to, file sharing (such as Dropbox, Box, Google OneDrive), Instant Messaging (such as AOL IM), email services (such as Hotmail and Gmail), peer-to-peer networking services (such as Kazaa), and social networking services (such as blogs, Instagram, Snapchat, MySpace, Facebook and Twitter). If a User has received express written permission to access such services, User shall comply with all relevant County policies, procedures, and guidelines.
- c. Users assigned a County email account must comply with the County's Records Retention and Destruction Policy.
- d. Users shall not use an internal County email account assigned to another individual to either send or receive email messages.
- e. Users shall not configure a County email account so that it automatically forwards messages to an external Internet email system unless County gives its express written permission.

4. REMOTE ACCESS

- a. Users are not permitted to implement, configure, or use any remote access mechanism unless the County has authorized the remote access mechanism.
- b. County may monitor and/or record remote access sessions, and complete information on the session logged and archived. Users have no right, or expectation, of privacy when remotely accessing County Systems or County-owned information/data. County may use audit tools to create detailed records of all remote access attempts and remote access sessions, including User identifier, date, and time of each access attempt.
- c. User shall configure all computer devices used to access County resources from a remote location according to NIST 800-53 standards, or an equivalent industry standard. These include approved, installed, active, and current: anti-virus software, software or hardware-based firewall, full hard drive encryption, and any other security software or security-related system configurations that are required and approved by County.
- d. Users that have been provided with a County-owned device intended for remote access use, such as a laptop or other Mobile Device, shall ensure that the device is protected from damage, access by third parties, loss, or theft. Users shall immediately report loss or theft of such devices to the County Service Desk: (408) 970-2222 or support@tss.sccgov.org.
- e. Users shall protect the integrity of County Systems and County-owned information/data while remotely accessing County resources, and shall immediately report any suspected security incident or concern to the County Information Security Office at cybersecurityteam@iso.sccgov.org.

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- f. Users shall comply with any additional remote access requirements in this Agreement such as an Exhibit on Remote Access.

5. THIRD PARTY-OWNED DEVICES

- a. This Section 5 applies if County permits Users to perform services under this Agreement with devices not owned by the County ("Third-party owned device"). Third-party owned devices include devices with email and/or data storage capability (such as laptops, iPhones, iPads, Android phones and tablets, BlackBerry and other "smart" devices).
- b. The third party-owned device in question shall use existing, County-approved and County-owned access/authentication systems when accessing County Systems.
- c. Users shall allow County to configure third party-owned devices as appropriate to meet security requirements, including the installation of specific security software mandated by County policy.
- d. Use of a third party-owned device shall comply with County policies and procedures for ensuring that software updates and patches are applied to the device according to a regular, periodic schedule on at least a monthly basis. County may verify software installations and updates.
- e. Users have no expectation of privacy with respect to any County-owned communications, information, or files on any third party-owned device. User agrees that, upon request, the County may immediately access any and all work-related or County-owned information/data stored on these devices, in order to ensure compliance with County policies.
- f. Users shall adhere to all relevant County security policies and standards, just as if the third party-owned device were County property. This includes, but is not limited to, policies regarding password construction and management, physical security of the device, device configuration including full storage encryption, and hard drive and/or storage sanitization prior to disposal.
- g. Users shall not make modifications of any kind to operating system configurations implemented by County on the device for security purposes, or to any hardware or software installed on the device by County.
- h. Users shall treat the contract-related or County-owned communications, information or files the third-party owned device contains as County property. User shall not allow access to or use of any work-related or County-owned communications, information, or files by individuals who have not been authorized by County to access or use that data.
- i. Users shall report immediately to the County Information Security Office cybersecurityteam@iso.sccgov.org, any incident or suspected incident of unauthorized access and/or disclosure of County resources, data, or networks that involve the third-party owned device, and shall report the loss or theft of the device immediately to the County Service Desk: (408) 970-2222 or support@tss.sccgov.org.

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6. ACKNOWLEDGEMENT AND RECEIPT

This Acknowledgement hereby incorporates the URS.

By signing below, I acknowledge that I have read and understand all sections of this URS. I also acknowledge that violation of any of its provisions may result in disciplinary action, up to and including termination of my relationship with County and/or criminal prosecution.

Have you been granted Remote Access ☒ Yes ☐ No

I have read and understand the contents of the URS regarding Remote Access and the Exhibit on Remote Access. I understand that violation of these provisions may result in disciplinary action, up to and including termination of my relationship with the County and/or criminal prosecution. I received approval from County for remote access for legitimate County business, as evidenced by the signatures below.

User Signature:

Date Signed:

Print User Name: