

County of Santa Clara – Non Standard Service Agreement Cover Sheet

This Form and the Checklist are administrative forms and are not part of the Agreement

SECTION I: GENERAL INFORMATION

Date:	03/28/2023	P.O. Number: (Procurement Department Use Only)	
Agency/Department Name:	SSA OCM/DAAS	Department Number:	0501
Brief Description of Services:	Provides training courses for eligible IHSS providers with compensation for time spent attending and completing training courses.		

Maximum Financial Obligation:	\$ 233,708			
Term of Agreement:	Start Date	10/01/2022	End Date	12/31/2023

For County Use Only

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept Code)	Amount	WBS (Capital Project Code)	Internal Order ("PCA" code – optional)
Line 1	Select...		5257200	1004	\$118,395		
Line 2	Select...		5257200	1004	\$115,313		
Line 3	Select...						
Line 4	Select...						

SECTION II: PARTIES TO AGREEMENT

CONTRACTOR		COUNTY OF SANTA CLARA	
Legal notices pertaining to this agreement will be sent to the name, address and contact person below:		Mail Invoices to County of Santa Clara at:	
Contractor Name: (As Displayed In SAP)	Sourcewise	Agency/Department:	SSA/DAAS
Contact Person:	Edith Gong, Director	Program Manager/ Contract Monitor Name:	Terri Possley/Patrice Robles
Street Address:	3100 De La Cruz Blvd, Ste 310	Address:	333 W Julian St.
City, State, Zip	Santa Clara, CA 95054	City, State, Zip	San Jose, CA 95110
Telephone Number:	408-350-3244	Telephone Number:	408-792-1685/408-755-7757
SCC Vendor Number: (As Assigned In SAP)	1002735	Fiscal Contact: (Accounts Payable Contact)	Maryam Ghafari/Armando Nunez
		Contract Preparer:	Patrice Robles

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SECTION III: DETERMINATION OF RELATIONSHIP STATUS

Dependent/Independent status is an important relationship distinction. It determines the contractor's eligibility for Medicare and Social Security, Public Employees' Retirement System benefits, and other benefits and affects how the contractor files tax returns and the contractor's responsibility for various federal and state taxes.

Questionnaire to be Completed by Contracting Department to Determine Relationship Status of Contractor


Supervision: Will the County have the right to tell the contractor how to do the work, when to arrive or leave work, or when to take breaks? Do you have other employees performing similar work with a similar degree of supervision? If the answer to any of these questions is YES, select YES from the dropdown.	No
Training: Will the County instruct the contractor on how to do the job or pay for external training?	No
Incomplete Work: Will the Contractor be able to resign or terminate the contract without being held either financially or legally liable for unfinished work?	Yes
Place of Work/Tools: Will the County provide the Contractor with a place to work at a County location and tools to do the job, i.e. computers, telephones, etc?	No
Length of Relationship: When the Contractor is hired to complete ongoing departmental duties or functions— answer YES . When the contractor is hired to complete a specific project that was not the regular tasks performed by County employees before.	No
Other Customers: Does the County prevent the Contractor from performing similar services for other customers, either due to the amount of work (full-time), or by contractual provision?	No
Designation as Business Entity: If the Contractor has a business license or business certificate, or is a corporation, nonprofit organization, or school district, select "No" from the dropdown. (This does not pertain to professional licenses or certificates such as a license for a physician or architect.) Enter below the business license number and the city/entity where issued.	No
Bus Lic. # Issued by:	
Payment Schedule: Will payments be made either as an hourly wage or as weekly/monthly salary? If payment is by commission or based on project milestones or deliverables, answer "NO" to this question. Be sure this answer matches the contract payment schedule in Section V.	No
Support Services: Will County employees or other independent contractors provide assistance to this Contractor? Assistance is defined as clerical, technical or professional support.	No

If at least <u>5</u> of the above questions were answered " NO ", Contractor is an Independent Contractor .	✓
If <u>5</u> or more of the above questions were answered " YES ", Contractor is a Dependent Contractor , where the relationship resembles that of employer/employee. Tax withholding is <u>required</u> and benefits are provided. Complete and attach the following forms: Employee's Withholding Allowance Certificate—Federal Form W-4, State Withholding, Form DE-4, Determining PERS Eligibility and PERS Member Action Request. Visit www.oba for more information regarding Dependent Contractors. County insurance requirements <u>do not apply</u> to Dependent Contractors.	

Contractor understands and agrees that the tax withholding and benefit status checked above is correct. Any changes to the contractor's tax withholding and benefit status require a new contract. Contractor is responsible for any penalties and liabilities assessed by any taxing authority, based on a change of tax withholding and benefit status.

Contractor's Initials: 

Reviewed by Dept. Fiscal Officer

DocuSigned by:

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CONTRACT BETWEEN THE COUNTY OF SANTA CLARA AND SOURCEWISE

1. This Contract is between the County of Santa Clara (henceforth, COUNTY) and Sourcewise (henceforth, CONTRACTOR) for the In-Home Supportive Services (IHSS) Career Pathways Provider Training Program.
2. The parties agree to comply with the General Terms and Conditions contained in Articles I-V of this Contract and provisions contained in Exhibit A: Program Provisions, Exhibit B: Scope of Service and Staffing Plan, Exhibit C: FY2023 Budget and Exhibit C.1: FY2024 Budget, and Exhibit D: Logic Model which are attached hereto and incorporated herein by this reference and made a part of this Contract

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

COUNTY OF SANTA CLARA

DocuSigned by:

Debra Porchia-Usher

84DF7BEE8CCD47D...

Debra Porchia-Usher, Interim Director
Social Services Agency

Date: 3/27/2023

DocuSigned by:

Daniel Crick

F2810ADE501B40C...

Daniel Crick, Chief Fiscal Officer
Social Services Agency

Date: 3/16/2023

DocuSigned by:

Matthew Hada

CEA090A27EB84EA...

Procurement Department

Date: 4/6/2023

Matthew Hada

Director of Procurement

CONTRACTOR

DocuSigned by:

Aneliza Del Pinal

B3D19351E63E428...

Aneliza Del Pinal, Chief Executive Officer
Sourcewise

Date: 3/20/2023

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:

Nandini Iyer

41CC7862497247F...

Nandini Iyer
Deputy County Counsel

Date: 3/20/2023

Contract General Terms and Conditions

Article I General Terms

1. TOTALITY OF CONTRACT

This Contract represents all of the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Contract is binding upon the parties.

2. AMENDMENTS

All amendments or modifications must be in writing and signed by authorized representatives of all contracting parties.

3. CONFLICTS OF INTEREST

- a. CONTRACTOR shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the COUNTY.
- b. In accepting this Agreement, CONTRACTOR covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. CONTRACTOR further covenants that, in the performance of this Agreement, it will not employ any CONTRACTOR or person having such an interest. CONTRACTOR, including but not limited to CONTRACTOR's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.
- c. If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, CONTRACTOR shall, upon execution of this Agreement, provide the COUNTY with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to CONTRACTOR's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18701(a)(2)), as part of CONTRACTOR's service to the COUNTY under this Agreement. CONTRACTOR shall immediately notify the COUNTY of the names and email addresses of any additional individuals later assigned to provide such service to the COUNTY under this Agreement in such a capacity. CONTRACTOR shall

immediately notify the COUNTY of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the COUNTY.

- d. If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, CONTRACTOR shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in subsection (A) including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

4. APPLICABLE LAWS AND VENUE

This Contract has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. In the event that suit is brought by either party, the parties agree that trial of such action shall be exclusively vested in a state court in the County of Santa Clara or, if federal jurisdiction is appropriate, in the United States District Court for the Northern District of California, San Jose, California.

5. SUBCONTRACTING AND ASSIGNABILITY

This Contract cannot be subcontracted or assigned without prior written approval of COUNTY. In the event of such approval, any sub-contract or assignment is subject to the same provisions for providing service as the Contract between COUNTY and CONTRACTOR. CONTRACTOR must monitor, evaluate, and account for the sub-CONTRACTOR(s) services and operations. Any assignment of this Contract or sub-contract entered into in violation of this provision by CONTRACTOR is void and CONTRACTOR will be held legally responsible.

6. WAIVER

The waiver of any breach of the terms hereof, or of any default hereunder, is not deemed a waiver of any subsequent breach or default, whether of the same or similar nature, and does not affect the terms hereof. No waiver or modification is valid or binding unless in writing and signed by both parties.

7. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR will perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of COUNTY. None of the provisions of this Contract is intended to create, nor will be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for purpose of effecting the provisions of this Contract. The parties are not, and will not be construed to be in a relationship of joint venture, partnership, or employer-employee. Neither party has the authority to make any statements, representations, or commitments of any kind on behalf of the other party, or to use the name of the other party in any publications or advertisements, except with the written consent of the other party or as is explicitly provided herein. CONTRACTOR is solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

8. SEVERABILITY OF PROVISIONS

If any provision(s) of this Contract are held invalid, the remainder of this Contract remains in force.

Article II

Fiscal Accountability and Requirements

1. AVAILABILITY AND SUBSTITUTION OF FUNDS

- a. Notwithstanding any provision herein, this Contract is valid and enforceable only if sufficient funds are available. In the event of reduction, suspension, discontinuance, or other unavailability of funds, COUNTY unilaterally may take appropriate actions including, but not limited to, reducing existing service authorization, immediate termination of the Contract, or reducing the maximum dollar amount of this Contract with no liability occurring to the COUNTY.
- b. The COUNTY may substitute State or Federal funds for funds appropriated by the Board of Supervisors for payments to be made pursuant to this Contract. CONTRACTOR will then be bound by the requirements of any State or Federal grant contracts, statutes, regulations, guidelines, or directives associated with the funds.

2. COMPENSATION TO CONTRACTOR

Compensation method shall be fee for service.

3. DISALLOWED COSTS

- a. CONTRACTOR is liable for any funds expended that are not in accordance with this Contract, including, but not limited to, disallowed costs, violation, and/or default of Contract. CONTRACTOR will repay COUNTY disallowed costs, violation and/or default amounts within ninety (90) days of discovery of these costs. This provision survives the termination of this Contract.
- b. If funding under this Contract are from Federal sources, such funds may not be used by CONTRACTOR, either directly or indirectly, as a contribution for the purpose of obtaining any Federal funds under any Federal programs. An indirect use of such funds to match Federal funds is defined as: "the allocation by CONTRACTOR of funds received under this Contract to a non-matching expenditure, thereby releasing or displacing other of its funds for the purpose of matching Federal funds."

4. FINANCIAL RECORDS

- a. CONTRACTOR will establish and maintain a system of financial controls and accounting in conformance with Generally Accepted Accounting Principles (GAAP).
- b. CONTRACTOR must maintain accurate and complete financial records of all costs and operating expenses in connection with this Contract including, but not limited to subcontracts, invoices, timecards, cash receipts, vouchers, canceled checks, bank Statements, and other official documentation indicating in proper detail the nature and propriety of all costs incurred, and reimbursed by COUNTY.
- c. The financial records must show that funds received under this Contract are used for purposes consistent with the terms of this Contract.

Article III

Reporting, Records, Audit, Evaluations, and Termination

1. INSPECTION AND AUDIT

- a. All records, books, reports, and documentation maintained by CONTRACTOR pursuant to this Contract, or related to the CONTRACTOR's activities and

expenditures under this Contract, will be open for inspection and audit by Federal, State, and County officials, or their agents, upon demand at reasonable times. Such records must be kept in the State of California for the retention period specified in this Contract. This provision survives the termination of this contract.

- b. CONTRACTOR will provide the Federal, State, or County officials, or their agents' reasonable access, through representatives of CONTRACTOR, to facilities, records, clients, and employees that are used in conjunction with the provision of contract services, except where prohibited by Federal or State laws, regulations or rules.
- c. CONTRACTOR must submit to COUNTY audited financial reports conducted by an independent certified public accountant no later than four (4) months after the end of the last month of the contract term, indicating that reported costs are actual, reasonable, necessary, allowable, and computed in accordance with GAAP and provisions stipulated in this Contract. In addition, the CONTRACTOR must submit any management letters or management advisory letters that apply to the CONTRACTOR's agency audit. COUNTY has the discretion to only require an audit report every two (2) years.
- d. COUNTY may elect to accept an audit report in accordance with GAAP conducted to meet compliance requirements of other funding entities in the event all of the above provisions are met.

2. REPORTING REQUIREMENTS

- a. CONTRACTOR must maintain complete and accurate records of its operation, including any and all records required by COUNTY relating to matters covered by this Contract, including, but not limited to, financial records, supporting documents, client statistical records, personnel and all other pertinent records. COUNTY may receive copies of any and all such records upon request.
- b. CONTRACTOR must submit to COUNTY a compensation claim on forms approved by COUNTY Social Services Agency.
- c. CONTRACTOR must assist COUNTY in meeting COUNTY's reporting requirements to the State and other agencies with respect to CONTRACTOR's work hereunder. This cooperation includes assisting COUNTY to prepare evaluations required by the State or Federal governments regarding services provided by CONTRACTOR under this Contract. CONTRACTOR must submit to COUNTY any and all reports that may be required by COUNTY concerning CONTRACTOR's performance under this Contract.
- d. Upon COUNTY's request, CONTRACTOR must provide COUNTY evidence of CONTRACTOR's capacity to perform under this Contract, its compliance with applicable statutes and regulations, and its compliance with the terms and conditions of this Contract.
- e. All records, books, reports and documentation must be retained in the State of California by CONTRACTOR for four (4) years after termination of this Contract; or until all Federal, State and County audits are completed; or until all disputes, litigation, or claims are resolved; whichever is later. All such records, books, reports and documentation must be transmitted to the COUNTY of Santa Clara, Social Services Agency in the event that CONTRACTOR goes out of business during the

period in which records are required to be maintained. This provision survives the termination of this contract.

- f. CONTRACTOR must within 30 calendar days advise the COUNTY of 1) the issuance of any legal complaint by an enforcement agency, or any enforcement proceedings by any Federal, State or local agency for alleged violations of Federal, State or local rules, regulations or laws, and/or 2) the issuance of citations, court findings or administrative findings for violations of applicable Federal, State or local rules, regulations or laws.
- g. Contractor guarantees that it, its employees, contractors, subcontractors or agents are not suspended or debarred from receiving Federal fund as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration (<https://www.sam.gov/>). CONTRACTOR must within 30 calendar days advise the COUNTY if it, its employees, contractors, subcontractors or agents become suspended or debarred from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration during the term of this Agreement.

3. RESPONSIBILITY FOR AUDIT EXCEPTIONS

CONTRACTOR accepts responsibility for receiving, replying to, and complying with any audit exceptions by appropriate Federal, State, or County, audit agencies.

4. MONITORING AND EVALUATION

- a. COUNTY's Social Services Agency will monitor the work performed and financial operations conducted under this Contract to determine whether CONTRACTOR's operation conforms to County policy, Federal and State statutes and regulations, and to the terms of this Contract.
- b. COUNTY may conduct participant interviews to determine program compliance.
- c. CONTRACTOR agrees to participate in and cooperate with studies and surveys COUNTY deems necessary to meet its monitoring and evaluation responsibility.
- d. CONTRACTOR must furnish all data, Statements, records, information, and reports necessary for COUNTY to monitor, review, and evaluate the performance of the program and its components. Performance evaluations will examine the following five factors: 1) fiscal accountability; 2) completion of work within a given time frame; 3) ability and effort to meet the performance criteria; 4) quality of services; and 5) a recommendation for future contracting with the contractor.
- e. If, in the course of monitoring and evaluation, COUNTY discovers any practice, procedure or policy of CONTRACTOR that deviates from the terms of this Contract; that violates State or Federal statutes or regulations; that threatens the success of the program carried on pursuant to this Contract, or that jeopardizes the fiscal integrity of said program, COUNTY may impose reasonable funding restrictions upon notice specifying the nature of the restrictions(s), reasons for imposition, the corrective action that must be taken before they will be removed, time allowed for completing the corrective action, and method of requesting reconsideration.
- f. CONTRACTOR must respond in writing to any discrepancies, violations, or deficiencies identified by COUNTY within ten (10) days.

5. **CORRECTIVE ACTION PROCEDURE**

- a. Upon receipt by COUNTY of information regarding a failure by CONTRACTOR to comply with any provision of this Contract, COUNTY has the right to forward to CONTRACTOR a notice of COUNTY's intent to consider corrective action to enforce compliance with such provision. Such notice will indicate the nature of the issue, or issues, to be reviewed in determining the need for corrective action. CONTRACTOR may have the opportunity to respond or participate in formulating the corrective action recommendation. COUNTY has the right to require the presence of CONTRACTOR's officer(s) or employee(s) at any hearing or meeting called for the purpose of considering corrective action.
- b. After issuing such notice, and after considering CONTRACTOR's response, if any, COUNTY may forward to CONTRACTOR a set of specific corrective actions recommended and a timetable for implementing the specified corrective actions recommended. Following implementation of the corrective actions, CONTRACTOR will forward to COUNTY, within the time specified by COUNTY, any verification required by COUNTY regarding the corrective actions.
- c. In the event CONTRACTOR does not implement the corrective actions recommended in accordance with the corrective actions timetable, COUNTY may suspend payments hereunder or immediately terminate this Contract without further notice to CONTRACTOR.

6. **TERMINATION**

- a. **Termination for Convenience**
COUNTY and/or CONTRACTOR may request a termination of convenience (without cause) by notifying the other party in writing 30 days prior to the effective date of termination.
- b. **Termination for Cause**
COUNTY may, at any time, elect to suspend or terminate this Contract or withhold payments to CONTRACTOR, in whole or in part, for cause, by giving written notice specifying the effective date and scope of such termination. Cause includes, but is not limited to the following:
 - i. CONTRACTOR failure to comply with any contract provision;
 - ii. CONTRACTOR fails to meet the performance criteria of this Contract;
 - iii. COUNTY deems CONTRACTOR's performance unsatisfactory.
 - iv. Litigation is pending with respect to the CONTRACTOR's performance under this Contract that may jeopardize or adversely affect services;
 - v. CONTRACTOR is the subject of a voluntary or involuntary proceeding under the Bankruptcy Act;
 - vi. CONTRACTOR submits to COUNTY any reports that are incorrect or incomplete in any material respect, or fails to file timely reports; or,
 - vii. CONTRACTOR is suspended or debarred from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.
- c. **Terminations**
In the event of any termination, all finished or unfinished documents, data, studies, reports, and materials (Materials) prepared by the CONTRACTOR under this

Contract becomes the property of the COUNTY and will be promptly delivered to the COUNTY. Upon termination, the CONTRACTOR may make and retain a copy of such Materials. CONTRACTOR may be compensated based on the completion of services provided, as solely and reasonably determined by COUNTY.

7. NON-EXCLUSIVE REMEDIES

The remedies listed in this Contract are non-exclusive, and COUNTY retains all other rights and remedies it may have under general law, including the right to terminate the Contract immediately without advance notice if CONTRACTOR becomes unable to perform its obligations under this Contract.

**Article IV
Statutes, Regulations, and Policies**

1. COMPLIANCE WITH STATUTES AND REGULATIONS

- a. CONTRACTOR will comply with all Federal, State and local statutes, laws, rules, regulations, codes, and ordinances, (Laws) effective at the inception of the Contract and that become effective during the Term of this Contract relating to its performance under this Contract. To the extent that Laws are in conflict with provisions of this Contract, the Laws prevail. CONTRACTOR will also provide services under the Contract in accordance with the resolutions, policies, procedures, directives and guidelines issued by the COUNTY Board of Supervisors or the Social Services Agency.
- b. CONTRACTOR will comply with all applicable subsequent amended or added Federal, State, and local Laws and execute amendments necessary to implement such Laws.
- c. CONTRACTOR recognizes the mandatory standards and policies relating to energy efficiency in the State energy conservation plan (Title 24, California Administrative Code).
- d. For Contracts over \$100,000 CONTRACTOR will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S. Code 1857 (h)), Section 508 of the Clean Water Act (33 U.S. Code 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- e. CONTRACTOR must establish procedures assuring that any person's complaints and grievances against CONTRACTOR regarding the delivery of services under this Contract are promptly addressed and fairly resolved.

2. NONDISCRIMINATION OF EMPLOYMENT

- a. CONTRACTOR shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102.
- b. For Contracts over \$10,000 CONTRACTOR agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order

11375 and as supplemented in Department of Labor regulations (41 CFP Part 60).

- c. During the performance of this Contract, CONTRACTOR and its SUBCONTRACTORS must not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of:
 - i. Age (40 and above),
 - ii. Ancestry,
 - iii. Color,
 - iv. Disability (Mental and Physical) including HIV and AIDS,
 - v. Ethnic Group Identification,
 - vi. Family and Medical Care Leave,
 - vii. Marital Status,
 - viii. Medical Condition (cancer/genetic characteristics),
 - ix. National Origin,
 - x. Pregnancy Disability Leave,
 - xi. Political Belief,
 - xii. Race,
 - xiii. Reasonable Accommodation,
 - xiv. Religious Creed,
 - xv. Sex/Gender, or
 - xvi. Sexual Orientation.
- d. CONTRACTOR and SUBCONTRACTORS ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- e. CONTRACTOR and SUBCONTRACTORS comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulation promulgated hereunder (California Code Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a) - (f), are incorporated into this Contract by reference and made a part hereof as if set forth in full (California code Regulations, Title 2, Section 7285.0 et seq.).
- f. CONTRACTOR and its SUBCONTRACTORS will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- g. CONTRACTOR must include the non-discrimination and compliance provisions of this clause in all SUBCONTRACTS to perform work under this Contract.

3. NONDISCRIMINATION OF SERVICES

- a. CONTRACTOR ensures that services provided under this Contract are nondiscriminatory and that no person is denied services or subjected to discrimination under any program or activity because of:
 - i. Age (40 and above),
 - ii. Ancestry,
 - iii. Color,
 - iv. Disability (Mental and Physical) including HIV and AIDS,
 - v. Ethnic Group Identification,
 - vi. Marital Status,

- vii. Medical Condition (cancer/genetic characteristics),
 - viii. National Origin,
 - ix. Political Belief,
 - x. Race,
 - xi. Reasonable Accommodation,
 - xii. Religious Creed,
 - xiii. Sex/Gender, or
 - xiv. Sexual Orientation.
- b. CONTRACTOR may exclude an individual or group when the services of a program are restricted to a specific class of individuals or group and included as a provision of this Contract.
- c. CONTRACTOR ensures that its appropriate personnel involved in providing services are educated regarding AIDS and HIV infection.
4. **ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS**
 CONTRACTOR hereby assigns to the COUNTY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the CONTRACTOR for sale to the COUNTY pursuant to this Contract.
5. **COUNTY NO-SMOKING POLICY**
 CONTRACTOR and its employees, agents and subcontractors, shall comply with the COUNTY's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all COUNTY-owned and operated health facilities, (2) within 30 feet surrounding COUNTY-owned buildings and leased buildings where the COUNTY is the sole occupant, and (3) in all COUNTY vehicles.
6. **FOOD AND BEVERAGE STANDARDS**
- a. Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by CONTRACTOR with COUNTY funds for COUNTY-sponsored meetings or events.
 - b. If food is to be provided, healthier food options must be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, CONTRACTOR shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the CONTRACTOR should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

- c. If beverages are to be provided, beverages that meet the COUNTY's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

7. CONTRACTING PRINCIPLES

CONTRACTOR agrees to comply with the COUNTY's Contracting Principles set forth in the Board Policy Manual. The Contracting Principles require, among other things, that CONTRACTOR be a fiscally responsible entity and treat its employees fairly. CONTRACTOR is also required to (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the COUNTY copies of any financial audits that have been completed during the term of the contract; and (4) upon the COUNTY's request, provide the COUNTY reasonable access, through representatives of the CONTRACTOR, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules. Refer to:

https://www.sccgov.org/sites/scc/Documents/Type_I_or_Type_II_Contractors.pdf

8. THIRD PARTY BENEFICIARIES

This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

9. MAINTENANCE OF SOFTWARE

If CONTRACTOR is provided with "remote access", defined as the act of connecting to a COUNTY attached information technology system from a non-county attached system through a public network, CONTRACTOR will maintain and use its non-county system, hardware, and software in compliance with COUNTY standards and policies set by the COUNTY Information Services Department.

10. CONTRACT EXECUTION

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "ELECTRONIC COPY OF A SIGNED CONTRACT" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "ELECTRONICALLY SIGNED CONTRACT" means a contract that is executed by applying an electronic signature using technology approved by the COUNTY.

11. COMPLIANCE WITH ALL LAWS, INCLUDING NONDISCRIMINATION, EQUAL OPPORTUNITY, AND WAGE THEFT PREVENTION

- a. Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.

- b. **Compliance with Non-Discrimination and Equal Opportunity Laws:** Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.
- c. **Compliance with Wage and Hour Laws:** Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local Minimum Wage, Prevailing Wage, or Living Wage laws.
- d. **Definitions:** For purposes of this Section, the following definitions shall apply. A "Final Judgment" shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual's sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose's Office of Equality Assurance.
- e. **Prior Judgments, Decisions or Orders against Contractor:** BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS THAT (A) WERE ISSUED IN THE FIVE YEARS PRIOR TO EXECUTING THIS AGREEMENT BY A COURT, AN INVESTIGATORY GOVERNMENT AGENCY, ARBITER, OR ARBITRATION PANEL AND (B) FOUND THAT CONTRACTOR VIOLATED AN APPLICABLE WAGE AND HOUR LAW OR PAY EQUITY LAW. CONTRACTOR FURTHER AFFIRMS THAT IT HAS SATISFIED AND COMPLIED WITH—OR HAS REACHED AGREEMENT WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH FINAL JUDGMENTS, DECISIONS, DETERMINATIONS, OR ORDERS.

- f. **Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract:** If at any time during the term of this Agreement, Contractor receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.
- g. **Access to Records Concerning Compliance with Pay Equity Laws:** In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor's records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County's request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Section, except where prohibited by federal or state laws, regulations or rules. County's access to such records and facilities shall be permitted at any time during Contractor's normal business hours upon no less than 10 business days' advance notice.
- h. **Pay Equity Notification:** Contractor shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to Contractor for a job in California (collectively, "Employees and Job Applicants") with an electronic or paper copy of any applicable pay equity Laws, or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of Contractor's Employees and Job Applicants.
- i. **Material Breach:** Failure to comply with any part of this Section shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and at law. County may, among other things, take any or all of the following actions:
 - I. Suspend or terminate any or all parts of this Agreement.
 - II. Withhold payment to Contractor until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
 - III. Offer Contractor an opportunity to cure the breach.
- j. **Subcontractors:** Contractor shall impose all of the requirements set forth in this Section on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

12. LIVING WAGE (If Applicable)

Unless otherwise exempted or prohibited by law or County policy, where applicable, Contractors that contract with the County to provide Direct Services developed pursuant to a formal Request for Proposals process, as defined in County of Santa Clara Ordinance Code Division B36 ("Division B36") and Board Policy section 5.5.5.5 ("Living Wage Policy"), and their subcontractors, where the contract value is \$100,000 or more ("Direct Services Contract"), must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If Contractor and/or a subcontractor violate this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

- a. Suspend, modify, or terminate the Direct Services Contract.
- b. Require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County.
- c. Waive all or part of Division B36 or the Living Wage Policy.

This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a County contract. By entering into this contract, Contractor certifies that it is currently complying with Division B36 and the Living Wage Policy with respect to applicable contracts, and warrants that it will continue to comply with Division B36 and the Living Wage Policy with respect to applicable contracts.

13. COUNTY DATA & CONFIDENTIALITY

- a. Definitions: "County Data" shall mean data and information received by Contractor from County. County Data includes 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 contractor for use by County. "County Confidential Information" shall include all material, non-public information (including material, non-public County Data) appearing in any form (including, without limitation, written, oral or displayed), that is disclosed, directly or indirectly, through any means of communication by County, its agents or employees, to Contractor, its agents or employees, or any of its affiliates or representatives.
- b. Contractor shall not acquire any ownership interest in County Data (including County Confidential Information). As between Contractor and County, all County Confidential Information and/or County Data shall remain the property of the County. Contractor shall not, without County's written permission, use or disclose County Data (including County Confidential Information) other than in the performance of its obligations under this Agreement.
- c. Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County

Data, protect against any anticipated threats or hazards to the security or integrity of County Data, and protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users. Upon termination or expiration of this Agreement, Contractor shall seek and follow County's direction regarding the proper disposition of County Data.

- d. Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, and notifying County by phone or in writing within 24 hours of any incident of unauthorized access to County Data, or any other breach in Contractor's security that materially affects County or end users. If the initial notification is by phone, Contractor shall provide a written notice within 5 days of the incident. Contractor shall be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality, privacy, and information security requirements of this Agreement. Should County Confidential Information and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at Contractor's sole expense. Contractor shall not charge County for any expenses associated with Contractor's compliance with these obligations.
- e. Contractor shall defend, indemnify and hold County harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access, and/or disclosure of information by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County.
- f. Contractor must require its employees and all persons performing services at its direction to comply with all applicable privacy laws and regulations, including but not limited to the provisions of Sections 827 and 10850 et seq. of the Welfare and Institutions Code (WIC) and California Department of Social Services (CDSS) Manual of Policies and Procedures, Division 19 Regulations.
 - I. All applications and records concerning any individual receiving services pursuant to this contract are confidential and are not open to examination for any purpose not directly connected with the administration, performance compliance, monitoring or auditing of the program.
 - II. No person may publish, disclose, use, or permit or cause to be published or disclosed; any confidential information pertaining to services, except as is provided by law.
- g. Upon the disclosure of confidential information, inadvertent or otherwise, the County may terminate this contract immediately and take legal action against Contractor. Any person who knowingly and intentionally violates the provisions stated above is guilty of a misdemeanor and the County intends to prosecute such violators to the full extent of the law.
- h. Contractor will inform all employees, agents, officers, and all persons performing services at its direction of the above provisions. All provisions of Article IV, Section 13. survive the termination of this contract.

14. CALIFORNIA PUBLIC RECORDS ACT

- a. The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.
- b. Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

15. COVID-19 REQUIREMENTS (If applicable)

CONTRACTOR shall comply with all COUNTY requirements relating to COVID-19 for persons who routinely perform services for the COUNTY onsite and share airspace with or proximity to other people at a COUNTY facility as part of their services for the COUNTY ("County's COVID-19 Requirements"), including but not limited to vaccination, as applicable and periodically updated, and available at <https://procurement.sccgov.org/doing-business-county/contractor-vaccinations> and incorporated herein by this reference.

If CONTRACTOR is providing in-person services to community members ("Direct Client Services") under this Agreement, all references in the COUNTY's COVID-19 Requirements and below referenced Certification to "onsite" and "County facility" shall be deemed to also refer to any indoor location where Direct Client Services are provided, including when services are provided at non-County facilities. Accordingly, such CONTRACTOR's shall comply with the County's COVID-19 Requirements when providing Direct Client Services indoor at any location. Any reporting pursuant to the Certification of CONTRACTOR's personnel who are not fully vaccinated and up-to-date on boosters for which they are eligible and who are providing Direct Client Services at non-County facilities shall be to the COVID-19 Designee for the COUNTY department that manages this Agreement.

If applicable, CONTRACTOR shall complete the Contractor Certification of Compliance with COVID-19 Vaccine Requirements ("Certification"), attached hereto as Exhibit E. CONTRACTOR shall comply with the requirements of this Section for the entire term of this Agreement.

CONTRACTOR shall comply with all reasonable requests by COUNTY for documentation demonstrating CONTRACTOR's compliance with this Section. Failure by CONTRACTOR to comply with any of the requirements of this Section (including but not limited to vaccination and masking requirements and completion and submittal of the Certification) is a material breach of this Agreement, and the COUNTY may, in its sole

discretion terminate this Agreement immediately or take other action as the COUNTY may determine to be appropriate.

Article V Insurance Requirements

EXHIBIT B-2 (revised)

INSURANCE REQUIREMENTS FOR STANDARD CONTRACTS ABOVE \$100,000

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the 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 hundred thousand 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 hundred thousand 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.

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.

Exhibit A: 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: Work Plan Logic Model.

3. TERM OF CONTRACT

The term begins on October 1, 2022 and expires on December 31, 2023, 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, and \$115,313 for period July 1, 2023 through December 31, 2023, for a total of \$233,708.

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: Program Provisions, Exhibit B: Scope of Service and Staffing Plan, and Exhibit C: Budget for FY2023 and Exhibit C.1: Budget for FY2024, 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: 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: 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: Program Provisions

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

Quarterly Program Reports

CONTRACTOR will submit Quarterly Program Reports no later than the following dates:

1. January 14, 2023
2. April 15, 2023
3. July 15, 2023
4. October 15, 2023
5. January 15, 2024

8. ADJUSTMENT TO EXHIBIT B: 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: 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:

Exhibit A: Program Provisions

- 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

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: 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 it's authorized training partner and in languages as specified. Classes will be offered Monday – Saturday between 9AM – 7PM, at least once per month. CONTRACTOR will provide the below eight (8) classes, all to be delivered online. The combined number of classes to be offered is 316.
 - i. Six (6) classes are offered by training partner, Fremont Union High School Adult Education (FUHSD), at least once per month for a total of 292 total classes.

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: Scope of Service

- ii. Two (2) classes are offered by the Public Authority in English only, at least once per month for a total of 24 classes.

Class Name	Total/Mo	Language
The Skilled Care Provider	1	English
Caregiver Stress Management	1	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, 2023.
- 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. 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.

D. 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

Exhibit B: Scope of Service

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.

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 at 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

Exhibit B: Scope of Service

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 2023-2024

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

Contractor: Sourcewise
Contract Period: October 1, 2022 - December 31, 2023
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

Santa Clara County
Social Services Agency

FY 2023

Exhibit C: BUDGET
Resource Table

Agency Name: Public Authority Services by Sourcewise
Contract Period: October 1, 2022 - June 30, 2023
Program Name: Career Pathways Provider Training

A Source of Funds	B FY23 Amount	C % of Total Funding	D Commitment Code
Social Services Agency (SSA) *	\$ 118,395	100%	1
Other Funding Sources			
	\$ -	0%	
	\$ -	0%	
	\$ -	0%	
	\$ -	0%	
	\$ -	0%	
	\$ -	0%	
	\$ -	0%	
Total Funding Resources**	\$ 118,395	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 **FY23 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 2023

Exhibit C: BUDGET
Budget Detail

Agency Name: Public Authority Services by Sourcewise
Contract Period: October 1, 2022 - June 30, 2023
Program Name: Career Pathways Provider Training

A Contracted Service*	B Rate	C Est. Quantity*	D Total
Classes - FUHSD	\$ 744.45	148	\$ 110,179
PA Admin - Classes FUHSD	\$ 26.00	148	\$ 3,848
Classes - PA	\$ 364.00	12	\$ 4,368
			\$ -
Grand Total			\$ 118,395

***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 2023

Exhibit C: BUDGET
Budget Narrative

Agency Name: Public Authority Services by Sourcewise
Contract Period: October 1, 2022 - June 30, 2023
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 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. 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. The plan is to offer each class in each language once a month (24/month).
Admin for Classes delivered by Fremont Union High School Adult Education	Independent Provider eligibility must be confirmed through the state payroll 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 is 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.

Santa Clara County
Social Services Agency

FY 2024

Exhibit C.1: BUDGET
Resource Table

Agency Name: Public Authority Services by Sourcewise
Contract Period: July 1, 2023 - December 31, 2023
Program Name: Career Pathways Provider Training

A Source of Funds	B FY24 Amount	C % of Total Funding	D Commitment Code
Social Services Agency (SSA) *	\$ 115,313	100%	1
Other Funding Sources			
	\$ -	0%	
	\$ -	0%	
	\$ -	0%	
	\$ -	0%	
	\$ -	0%	
	\$ -	0%	
	\$ -	0%	
Total Funding Resources**	\$ 115,313	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: BUDGET
Budget Detail

Agency Name: Public Authority Services by Sourcewise
Contract Period: July 1, 2023 - December 31, 2023
Program Name: Career Pathways Provider Training

A Contracted Service*	B Rate	C Est. Quantity*	D Total
Classes - FUHSD	\$ 744.45	144	\$ 107,201
PA Admin - Classes FUHSD	\$ 26.00	144	\$ 3,744
Classes - PA	\$ 364.00	12	\$ 4,368
			\$ -
Grand Total			\$ 115,313

***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: BUDGET
Budget Narrative

Agency Name: Public Authority Services by Sourcewise
Contract Period: July 1, 2023 - December 31, 2023
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
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Admin for Classes delivered by Fremont Union High School Adult Education	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 is 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.

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

D1. # of
unduplicated
clients/families
served per FY

6258 Clients

D2. # of
Outputs
per FY

292

24

D3. Output

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

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.

**CONTRACTOR CERTIFICATION OF COMPLIANCE WITH
COVID-19 VACCINE REQUIREMENTS
(Version Effective September 27, 2022)**

Contractor Information:

Contractor name:

Name of Contractor representative:

Contractor phone number:

Contractor email address:

Contractor Certification. On behalf of Contractor, I hereby certify that:

1. Contractor has reviewed and is in compliance with all current County requirements regarding COVID-19 vaccination applicable to contractor's personnel working at County facilities, including but not limited to the requirements in the County's memorandum regarding COVID-19 Vaccine Requirement for County Personnel ("County Vaccine Policy"), the County's memorandum regarding Application of COVID-19 Vaccination Requirement to County Contractors, Interns, and Volunteers, all current State and County Health Officer orders, and any other County requirements. These memoranda and current County policies are accessible at <<https://procurement.sccgov.org/doing-business-county/contractor-vaccinations>>. Contractor understands that it is responsible for reviewing and maintaining compliance with all subsequent revisions or amendments to State and County orders and requirements regarding COVID-19.
2. As of the date signed below:
 - a. Contractor understands that it must confirm, and has confirmed, that all of contractor's personnel (including any subcontractor personnel) who routinely perform services for the County onsite and share airspace with or proximity to other people at an indoor County facility as part of their services for the County¹ are:
 - i. Fully vaccinated against COVID-19 as defined and required in the County Vaccine Policy;² **or**

¹ As established in the County's Memorandum Regarding Application of COVID-19 Vaccination Requirement to County Contractors, Interns, and Volunteers, contractors performing work at closed construction sites are not required to comply with the County's vaccination requirements, but must comply with all applicable federal, state, and local public health laws, including but not limited to any vaccination, testing, and masking requirements.

² County departments are required by law to implement any State-issued requirements, including ones that are more restrictive than the County's internal policies. As of the date of this policy, the California Department of Public Health (CDPH) requires that workers in [health care facilities](#), as well as specified workers in [custodial settings](#), obtain a COVID-19 booster dose. Thus, contractor personnel subject to this CDPH booster requirement are expected to comply with it, in addition to the County's policy. The exemption process in Section C of the County Vaccine Policy shall apply to any requests for exemption from the State booster requirement.

- ii. Have a legally sufficient and approved medical, disability, or religious exemption from vaccination that has been granted by contractor.
- b. Contractor has verified and will continue to verify the vaccination status of all staff working on site at any County facility, and has obtained proof of vaccination from its staff in a form consistent with the California Department of Public Health's Vaccine Records Guidelines and Standards.
3. If contractor seeks to send any personnel who are not fully vaccinated to work indoors at any County facility because the contractor has granted them an exemption, contractor shall notify the County in writing by providing a list of any such personnel to the COVID-19 Designee for the department that manages the facility where the contractor personnel will be working at least 96 hours in advance of any such personnel arriving onsite so that the department has sufficient time to determine whether it will approve the contractor's requests that its personnel work onsite and, if approved, can ensure that the contractor has complied with all applicable COVID-19 safety requirements for unvaccinated individuals, including, where applicable, regular testing and the use of a fit-tested N95 mask.³ Notice must be separately provided to each department that manages a facility where contractor seeks to assign personnel to work onsite.
4. If any of contractor's personnel are noncompliant with vaccination or testing requirements, contractor will notify the County Department for which they are providing services immediately and will not permit those personnel to go onsite at a County facility without express written permission from the County.
5. Contractor will comply with all reasonable requests by the County for documentation demonstrating the contractor's compliance with this Certification.

I verify the truth and accuracy of the statements in this Certification under penalty of perjury under the laws of the State of California.

Name of authorized representative of
Contractor

Title

Signature

Date

³ If contractor sends personnel who are not fully vaccinated, it is contractor's obligation to ensure that it has any necessary authorization under the California Confidentiality of Medical Information Act, Cal. Civ. Code §§ 56 *et. seq.*, and under any other laws to share this information with the County.