

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.42**  
(ID # 21890)

**MEETING DATE:**

Tuesday, May 23, 2023

**FROM :** OFFICE ON AGING:

**SUBJECT:** OFFICE ON AGING: Ratify and Approve the Professional Service Agreement No. OOA-2223-SW with Sourcewise for IHSS Caregiver Training Services, for the period of February 1, 2023 through March 31, 2024, with the option to renew for one (1) additional year; All Districts. [Total Cost \$120,000; up to \$60,000 in additional compensation, State 100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and Approve the Professional Service Agreement No. OOA-2223-SW with Sourcewise for IHSS Caregiver Training Services for \$120,000 in the total aggregate amount for the period of February 1, 2023 through March 31, 2024, with the option to renew for one (1) additional year; and authorize the Chair of the Board to sign the Agreement;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of funding, and as approved as to form by County Counsel to: a) sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement; and b) sign amendments to the compensation provisions that do not exceed 50% of the total aggregate cost of the agreement.

**ACTION:Policy**

Jewel Lee, Director of Office on Aging

5/11/2023

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez, and Gutierrez  
Nays: None  
Absent: None  
Date: May 23, 2023  
xc: Office on Aging

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 53,550	\$ 66,450	\$ 120,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: 100% State</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	22/23-23/24

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Riverside County Office on Aging (RCOoA) administers programs that serve older adults, adults with disabilities, family caregivers, and residents in long-term care facilities throughout the County. California Senate Bill 172 added Welfare & Institutions Code Section 12316.1 which mandated the California Department of Social Services (CDSS) to develop and administer the Career Pathways Program for providers of In-Home Supportive Services (IHSS) and Waiver Personal Care Services (WPCS) to increase the quality of care, recruitment, and retention of providers for recipients and to provide training opportunities for career advancement in the home care and health care industries. Responding to the urgent need for a highly trained workforce that will care for California's aging and disabled population, the Riverside County Office on Aging (RCOoA) serves as the leading agency for delivering training services and will partner with awarded vendors(s) to execute the Career Pathways Program.

The Career Pathways Program is a state-funded initiative to bring free training opportunities to the thousands of in-home caregivers throughout the state. The RCOoA desires to partner with Sourcewise, a 501(c)(3) non-profit organization located in Santa Clara County, California, that has provided services to seniors and caregivers since 1973. Sourcewise will partner with the RCOoA to expand the Career Pathways Program and provide curriculum and training services related to general health, safety, caregiver basics, adult education, cognitive impairments, complex physical care needs, and transitioning to home and community-based living from out-of-home care. It is the County's intent to contract with experienced training providers and continue to promote meaningful communication between recipients and providers and improve care outcomes.

The term of the Agreement is for one (1) year beginning on February 1, 2023 and ending on March 31, 2024, with the option to renew for one additional one-year period. Prior to the March 31, 2024 expiration of the Agreement, the State may exercise the option to extend the term for an additional twelve (12) months or longer based on appropriation of funds.

**Impact on Residents and Businesses**

The In-Home Supportive Services (IHSS) Career Pathways Program is an optional program that provides training opportunities to enhance providers skills. IHSS and Waiver Personal Care Services (WPCS) Providers who have completed provider enrollment are eligible to register for the IHSS Career Pathways Program training courses and may be compensated for time spent

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attending and completing training courses. This program goals are to offer skill building, professional development, personal growth, and to promote a competent, stable, and diverse workforce to improve access, equity, and quality.

**Additional Fiscal Information**

Total payments to Sourcewise shall not exceed \$120,000 in total compensation with up to \$60,000 in additional compensation.

**Contract History and Price Reasonableness**

The Riverside County Purchasing Department on behalf of the Department of the Office on Aging issued a Letter of Interest (LOI) – OAARC-001 on November 18, 2022, to solicit bids for Career Pathways Training Services. On December 12, 2022, the bid closed, and multiple responses were received.

Upon evaluation of the bids, RCOoA determined that Sourcewise was the most responsive and qualified vendor to provide training services for the Career Pathways Program.

**ATTACHMENTS:**

**ATTACHMENT A. OOA-2223-SW SOURCEWISE CAREGIVER TRAINING SERVICES AGREEMENT**

**ATTACHMENT B. LETTER OF INTEREST (LOI) #OAARC-001**

  
Brianita Lontajo, Principal Management Analyst

5/18/2023

  
Gregg Gu, Chief Deputy County Counsel

5/16/2023

ATTACHMENT A

**PROFESSIONAL SERVICE AGREEMENT**

**for**

**IHSS Caregiver Training Services  
OOA-2223-SW**

**between**

**County of Riverside, Department of the Office on Aging  
3610 Central Avenue, Suite 102  
Riverside, CA 92506**

**and**

**Sourcewise**



MAY 23 2023 3.42

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**List of Attachments**

- Schedule A-Scope of Service
- Schedule B- Payment Provisions
- Attachment I-PII Agreement

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between Sourcewise, a California nonprofit corporation (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Department of the Office on Aging (herein referred to as "COUNTY"). CONTRACTOR and COUNTY may herein be referred to collectively as the "Parties."

NOW THEREFORE, the Parties agree as follows:

**1. DEFINITIONS**

- A. "Agreement" refers to the terms and conditions, schedules, and attachments included herein.
- B. "Career Pathways Program" refers to a virtual and in-person training program that builds provider knowledge and skills to manage and increase the quality of care for IHSS recipients, to promote meaningful communication between recipients and providers, and improve care outcomes.
- C. "Consumer," "Client" or "Recipient" shall mean a person determined eligible by the COUNTY for In-Home Supportive Services. For the purposes of this Agreement, Consumer, Client, and/or Recipient are used interchangeably.
- D. "CONTRACTOR" refers to Sourcewise including its employees, agents, representatives, subcontractors, and suppliers.
- E. "IHSS Provider" or "Caregiver" refers to a person hired by the IHSS recipient and paid directly by the state, to provide authorized in-home supportive services. IHSS Provider or Caregiver are used interchangeably.
- F. "RCOoA" or "COUNTY" refers to the County of Riverside and its Department of the Office on Aging, which has administrative responsibility for this Agreement. RCOoA and COUNTY are used interchangeable in this Agreement.
- G. "Training session" or "Workshop" refers to a single training event that may be delivered over a period of several hours, using different modalities and facilities, depending upon the learning objective.

**2. OBJECTIVE**

The Career Pathways Program focuses on building provider knowledge and skills to manage and increase the quality of care for IHSS recipients. Sourcewise will partner with RCOoA to provide caregiver training services and to promote meaningful communication between recipients and providers.

**3. DESCRIPTION OF SERVICES**

**3.1** CONTRACTOR shall provide all services as outlined and specified in Schedule A, Scope of Services, at the prices stated in Schedule B, Payment Provisions, and Attachment - I PII Agreement .

**3.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**3.3** CONTRACTOR affirms this it is fully apprised of all the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Schedule B. CONTRACTOR is not to perform services or provide products outside of this Agreement.

**3.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**4. PERIOD OF PERFORMANCE**

This Agreement shall be effective on February 1, 2023 and continues in effect through March 31, 2024, with the option to renew and renegotiate for one (1) additional one-year period through March 31, 2025, unless terminated earlier. CONTRACTOR shall commence performance upon effective date of this Agreement and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**5. COMPENSATION**

The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Schedule B, Payment Provisions. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise



specifically stated in Schedule B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement. At the expiration of the term of this Agreement, or upon termination prior to the expiration of the Agreement, any funds paid to CONTRACTOR, but not used for purposes of this Agreement shall revert to COUNTY within thirty (30) calendar days of the expiration or termination.

6. **CONSUMER PRICE INDEX**

No price increases will be permitted during the first year of this Agreement (if applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index (CPI) for all consumers, all items for the Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

7. **METHOD, TIME, AND CONDITIONS OF PAYMENT**

CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. For this Agreement, send the original of invoices either to:

Riverside County Office on Aging  
Accounts Payable  
3610 Central Avenue, Suite 102  
Riverside, CA 92506  
(951) 867-3800

or

[OOAAccountsPayable@rivco.org](mailto:OOAAccountsPayable@rivco.org)

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division;

Agreement number (OOA-2223-SW); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered monthly in arrears.

8. **AVAILABILITY OF FUNDS**

The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

9. **ALTERATION OR CHANGES TO THE AGREEMENT**

**8.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or Designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**8.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY decides that the facts provide sufficient justification, COUNTY may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

10. **TERMINATION**

**10.1.** COUNTY may terminate this Agreement without cause upon giving thirty (30) calendar days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**10.2** COUNTY may, upon five (5) calendar days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this

Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**10.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

**10.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

**10.5** CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

**10.6** If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

**10.7** The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**11. OWNERSHIP/USE OF CONTRACT MATERIALS AND PRODUCTS**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or

products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

**12. CONDUCT OF CONTRACTOR/CONFLICT OF INTEREST**

**12.1** The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

**12.2** The CONTRACTOR shall not, under any circumstances which could be perceived as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in fulfilling the work under this Agreement.

**12.3** The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

**13. INSPECTION OF SERVICE; QUALITY CONTROL/ASSURANCE**

**13.1** All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of

the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

**13.2** CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

**14. INDEPENDENT CONTRACTOR/EMPLOYMENT ELIGIBILITY**

**14.1** The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to, overtime, retirement, worker's compensation, leave, or health benefits. There shall be no employer-employee relationship between the Parties; and CONTRACTOR agrees to hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the Parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**14.2** CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain from all employees performing work hereunder all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**14.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**14.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**14.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

**14.6** CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

**15. SUBCONTRACTING SERVICES**

**15.1** CONTRACTOR shall not enter into any subcontract with any subcontractor who:

- a. Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.

- b. Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud; a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property.
- c. Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in the paragraph above; and
- d. Has within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- e. CONTRACTOR shall insert clauses in all subcontracts to bind its subcontractors to the terms and conditions of this Agreement.
- f. CONTRACTOR shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.
- g. Nothing contained in this MOU shall create a contractual relationship between any subcontractor or supplier of the CONTRACTOR and RCOoA.

**16. DISPUTES**

**16.1** The Parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the Parties. Any dispute relating to this Agreement, which is not resolved by the Parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**16.2** Prior to the filing of any legal action related to this Agreement, the Parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The Parties shall share the cost of the mediations.

**17. LICENSING AND PERMITS**

CONTRACTOR shall comply with all State or other licensing requirements. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR certifies that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction and shall maintain these throughout the term of this Agreement.

**18. USE BY POLITICAL ENTITIES**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County, and to every political entity located in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**19. NON-DISCRIMINATION**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

**20. RECORDS AND DOCUMENTS**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents, electronic data and other records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five (5) years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.



**21. CONFIDENTIALITY**

**21.1** As required by applicable law, COUNTY and CONTRACTOR shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to the Agreement (“confidential information”). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of contractors, subcontractors or suppliers in advance of official announcement. CONTRACTOR shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services. CONTRACTOR shall keep all confidential information received from COUNTY in the strictest confidence.

**21.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR’s obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**21.3** CONTRACTOR shall take special precautions, including but not limited to, sufficient training of CONTRACTOR’s staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.

**22. PERSONALLY IDENTIFIABLE INFORMATION**

**22.1** Personally Identifiable Information (PII) refers to personally identifiable information that can be used alone or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother’s maiden name. The PII may be electronic, paper, verbal, or

recorded. PII may collected performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and collecting PII for such purposes, to the extent such activities are authorized by law.

**22.2** CONTRACTOR may use or disclose PII only to perform functions, activities or services directly related to the administration of programs in accordance to 42 Code of Federal Regulations (CFR) section 431.300 et.seq, and 45 CFR 205.50 et.seq, or as required by law. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the client, are allowable. Any other use or disclosure of requires the express approval in writing of the COUNTY. CONTRACTOR shall not duplicate, disseminate or disclose PII except as allowed in this Agreement.

**23. ADMINISTRATION/CONTRACT LIAISON**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. Each party shall designate a liaison that will be the primary point of contact regarding this Agreement. The COUNTY Project Manager during the term of this Agreement shall be the following party:

Name:	Mary Hrinko
Title:	Supervising Program Specialist
Branch/Bureau:	RCOoA Programs and Operations
Physical/Mailing Address:	3610 Central Ave, Ste 102 Riverside, California 92506
Phone:	(951) 534-7145
Email (program lead):	Mhrinko@rivco.org
Email (invoices & required documentation)	OOAAccountsPayable@rivco.org

**24. NOTICES**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective Parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE:**

Riverside County Office on Aging  
Contracts Analyst  
3610 Central Avenue, Suite 102  
Riverside, California 92506  
[OOAContracts@rivco.org](mailto:OOAContracts@rivco.org)

**CONTRACTOR:**

Sourcewise  
3100 De La Cruz Blvd, Ste 310  
Santa Clara, CA 95054  
[adelpinal@mysourcewise.com](mailto:adelpinal@mysourcewise.com)

**25. FORCE MAJEURE**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**26. EDD REPORTING REQUIREMENTS**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**27. HOLD HARMLESS/INDEMNIFICATION**

**27.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

**27.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

**27.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**27.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

**28. INSURANCE**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of

Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**D. Professional Liability**

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of

this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**E. General Insurance Provisions - All lines:**

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein

and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

- 4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- 5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- 6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- 8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**29. GENERAL**

**29.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**29.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete

compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**29.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**29.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**29.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**29.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**29.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**29.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**29.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**29.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).



**29.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the Parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**30. ELECTRONIC SIGNATURES**

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

**31. ENTIRE AGREEMENT**

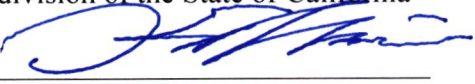
This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both Parties.

*[Signature page to follow]*

10/10/10 11:10 AM

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

**COUNTY OF RIVERSIDE**, a political subdivision of the State of California

By: 

Name: Kevin Jeffries  
Title: Chair, Board of Supervisors

Date Signed: 5/23/23

**Sourcewise**, a California nonprofit corporation

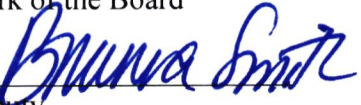
By: 

Name: Aneliza Del Pinal  
Title: CEO

Date Signed: May 6, 2023

ATTEST:

**KIMBERLY A. RECTOR**  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:

Minh C. Tran  
County Counsel

*Esen Sainz*  
By: \_\_\_\_\_

Name: Esen E. Sainz  
Title: Deputy County Counsel

Date Signed: May 9, 2023

MAY 23 2023 3.42

**SCHEDULE A  
SCOPE OF SERVICES**

**1. COUNTY RESPONSIBILITIES:**

COUNTY shall:

- 1.1 Assign staff to serve as a program liaison between RCOoA and CONTRACTOR. RCOoA Program Staff may be required to assist the CONTRACTOR with facilitating and coordinating the training sessions.
- 1.2 Reimburse CONTRACTOR in accordance with the terms and conditions set forth in Exhibit B, Payment Provisions attached herein.
- 1.3 Coordinate the electronic registration portal for participant registrations and maintain waitlists by updating the portal with additional slots and/or training sessions, as they become available.
- 1.4 Share provider information with the CONTRACTOR, including course schedules, provider contact and other relevant service information to deliver the services as described below.
- 1.5 Add, remove, and/or reassign course topics in coordination with the state. If further training topics are desired to be provided through the Career Pathways Program, the curriculum will require advance approval by RCOoA and by the state prior to the implementation of the courses.
- 1.6 Provide the number of participants who attended each training course. Documents shall include names of participants, title of training, date of training, name of facilitator. Reports shall be provided to RCOoA within seven (7) calendar days after the training event.
- 1.7 Disseminate and provide outcomes from the satisfaction surveys. Information obtained shall be regarding the provider training experience.
- 1.8 Participate in quarterly Joint Operational Meetings (JOMs), or agreed-upon frequency, with CONTRACTOR to review and enhance collaboration.

**2. CONTRACTOR RESPONSIBILITIES:**

CONTRACTOR shall:

- 2.1 Coordinate with the RCOoA liaison for facilitating all training courses.
- 2.2 Provide training that covers general health and safety training for caregivers (e.g., communication skills, home safety, personal care, caregiver burnout), and more advanced, or specialized, caregiving issues (e.g., cognitive impairments, behavioral health, complex

physical care needs, and transitioning into in-home care). The curriculum for training events will draw from existing caregiver training curricula but may be adapted and modified in consultation with the RCOoA and based on the needs of the program and participating caregivers.

**2.3** Provide schedule of upcoming training courses no less than one (1) month prior to the start of the training courses.

**2.4** Offer training in formats that accommodate online and/or in-person learning. Formats can include, but are not limited to:

**1. Synchronous/Online:**

a) Geographically dispersed registrations accessing training through a unique link to a training event. The instructor shall lead training through a conference call phone or computer audio. Presentations shall include access to PowerPoints and other instructional material during live training with download capability. Attendees shall have access via audio or real time chat box functions to interact with the instructor and fellow students.

**2. Asynchronous/Self-Paced or Pre-recorded:**

b) On-demand training that attendees can access at any time via a unique link. Training is facilitated or self-paced. This option should include information on how participation is monitored, and competency is measured.

i. Trainings shall be available in multiple languages whenever possible, with emphasis on Spanish, due to the diversity of the IHSS provider population.

ii. Trainings shall be available to IHSS providers in all geographic locations across California.

**3. In-Person:**

a) Training is offered in a traditional format, in specific locations within the proposer's approved jurisdiction.

**4. Hybrid:**

a) Combines face-to-face classroom methods with E-Learning activities for an integrated instructional approach.

**2.5** Cooperate with RCOoA in the implementation, monitoring and evaluation of this Agreement and comply with all reporting requirements established by this Agreement.

**SCHEDULE B  
PAYMENT PROVISIONS**

**1. MAXIMUM REIMBURSABLE AMOUNT/PAYMENT SCHEDULE**

Total payment under this Agreement shall not exceed in aggregate \$120,000.

FISCAL YEAR PERIOD	ANNUAL PAYMENT
February 1, 2023 - June 30, 2023	\$ 53,550
July 1, 2023 - March 31, 2024	\$ 66,450
Total	\$ 120,000

\* Funds may be shifted between fiscal years provided that the maximum aggregate amount of the Agreement is not exceeded. Advanced written approval from RCOoA is required for reallocating funds.

Cost Area	SERVICE DESCRIPTION	Total
Personnel	Instructor costs	\$155.00
	Total rate per hour	\$155.00

**2. INVOICES**

CONTRACTOR shall provide COUNTY with monthly detailed invoices in accordance with the requirements set forth under this Agreement, Section 6. Invoices shall be submitted to RCOoA within thirty (30) days after the last day of each month services are performed. RCOoA shall pay the invoices within forty-five (45) Business Days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after expenses are incurred for the Scope of Services being rendered. CONTRACTOR shall provide the following supporting documentation along with the invoice to justify invoice amounts:

- a. Training Costs Documentation
  - i. Title/Subject of class
  - ii. Date/Time class occurred
  - iii. Format of class (i.e., E-learning, classroom, blended learning, synchronous, asynchronous, etc.)
  - iv. Language
  - v. Duration of the class
  - vi. Instructor

3. **EXPENDITURE OF FUNDS**

COUNTY reserves the right to refuse payments to the CONTRACTOR or disallow costs for any expenditure as determined by COUNTY to be out of compliance with the Agreement terms and conditions, unrelated or inappropriate to Agreement activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or granted.

4. **ACKNOWLEDGING FUNDING**

CONTRACTOR shall acknowledge funding from COUNTY when resources are explained verbally or in writing.

5. **PAYMENT**

Upon execution of this Agreement and subject to the availability of funds, CONTRACTOR shall request payment monthly, on a reimbursement basis, and in arrears for actual expenses incurred.



**Attachment I****PII Privacy and Security Standards****I. PHYSICAL SECURITY**

CONTRACTOR shall ensure PII is used and stored in an area that is physically safe from access by unauthorized persons at all times. CONTRACTOR agrees to safeguard PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of the facilities where staff assist in the administration of their program and use, disclose, or store PII.
- B. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:
  - 1. Properly coded key cards
  - 2. Authorized door keys
  - 3. Official identification
- C. Issue identification badges to CONTRACTOR staff.
- D. Require CONTRACTOR staff to wear these badges where PII is used, disclosed, or stored.
- E. Ensure each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.
- F. Ensure there are security guards or a monitored alarm system at all times at the CONTRACTOR facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is used, disclosed, or stored. Video surveillance systems are recommended.
- G. Ensure data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only authorized staff. Visitors to the data center area must be escorted at all times by authorized staff.
- H. Store paper records with PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use meaning that there are County and non-County functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.
- I. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing PII.

**II. TECHNICAL SECURITY CONTROLS**

- A. Workstation/Laptop Encryption. All workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.

- B. **Server Security.** Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.
- C. **Minimum Necessary.** Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. **Mobile Device and Removable Media.** All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. **Antivirus Software.** All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.
- F. **Patch Management.**
1. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
  2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
  3. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
  4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- G. **User IDs and Password Controls.**
1. All users must be issued a unique user name for accessing PII.
  2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
  3. Passwords are not to be shared.
  4. Passwords must be at least eight (8) characters.
  5. Passwords must be a non-dictionary word.
  6. Passwords must not be stored in readable format on the computer or server.
  7. Passwords must be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less.
  8. Passwords must be changed if revealed or compromised.
  9. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
    - a. Upper case letters (A-Z)
    - b. Lower case letters (a-z)
    - c. Arabic numerals (0-9)
    - d. Special characters (!,@,#, etc.)

- H. Data Destruction. When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.
- I. System Timeout. The systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- J. Warning Banners. The systems providing access to PII must display a warning banner stating, at a minimum:
  - 1. Data is confidential;
  - 2. Systems are logged;
  - 3. System use is for business purposes only, by authorized users; and
  - 4. Users shall log off the system immediately if they do not agree with these requirements.
- K. System Logging.
  - 1. The systems which provide access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII.
  - 2. The audit trail shall:
    - a. Be date and time stamped;
    - b. Log both successful and failed accesses;
    - c. Be read-access only; and
    - d. Be restricted to authorized users.
  - 3. If PII is stored in a database, database logging functionality shall be enabled.
  - 4. Audit trail data shall be archived for at least three (3) years from the occurrence.
- L. Access Controls. The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
- M. Transmission Encryption.
  - 1. All data transmissions of PII outside of a secure internal network must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used.
  - 2. Encryption can be end to end at the network level, or the data files containing PII can be encrypted.
  - 3. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.
- N. Intrusion Prevention. All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

### III. AUDIT CONTROLS

- A. System Security Review.
  - 1. RCOoA must ensure audit control mechanisms are in place.
  - 2. All systems processing and/or storing PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
  - 3. Reviews should include vulnerability scanning tools.

- B. Log Reviews. All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.
- C. Change Control. All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

- A. Emergency Mode Operation Plan. CONTRACTOR must establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.
- B. Data Centers. Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.
- C. Data Backup and Recovery Plan.
  - 1. CONTRACTOR shall have established documented procedures to backup PII to maintain retrievable exact copies of PII.
  - 2. The documented backup procedures shall contain a schedule which includes incremental and full backups.
  - 3. The procedures shall include storing backups offsite.
  - 4. The procedures shall ensure an inventory of backup media.
  - 5. The CONTRACTOR shall have established documented procedures to recover PII data.
  - 6. The documented recovery procedures shall include an estimate of the amount of time needed to restore the PII data.

V. PAPER DOCUMENT CONTROLS

- A. Supervision of Data. The PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.
- B. Data in Vehicles. CONTRACTOR shall have policies that include, based on applicable risk factors, a description of the circumstances under which staff can transport PII, as well as the physical security requirements during transport. CONTRACTOR that chooses to permit its staff to leave records unattended in vehicles must include provisions in its policies to ensure the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.
- C. Public Modes of Transportation. The PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- D. Escorting Visitors. Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area.

- E. Confidential Destruction. PII must be disposed of through confidential means, such as cross cut shredding or pulverizing.
- F. Removal of Data. The PII must not be removed from the premises except for identified routine business purposes or with express written permission of the County.
- G. Faxing.
  - 1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
  - 2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
  - 3. Fax numbers shall be verified with the intended recipient before sending the fax.
- H. Mailing.
  - 1. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
  - 2. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless RCOoA obtains prior written permission from IHSS-PA to use another method.

VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

During the term of this Agreement, CONTRACTOR agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

CONTRACTOR shall immediately notify the COUNTY when it discovers that there may have been a breach in security which has or may have resulted in compromise to confidential data. For purposes of this section, immediately is defined as within two hours of discovery. The COUNTY contact for such notification is as follows:

Breaches should be referred to:

Privacy Officer  
Assurance and Review Services  
Riverside County Department of Public Social Services  
10281 Kidd Street  
Riverside, CA 92503  
[privacyincident@rivco.org](mailto:privacyincident@rivco.org)

# ATTACHMENT B



## Letter of Intent - Riverside County Career Pathways OOARC-001

### 4.1 – Contact Information

Public Authority Services by Sourcewise  
3100 De La Cruz Blvd, Ste 310  
Santa Clara, CA 95054  
Contact: Edith Gong, Director  
[egong@pascc.org](mailto:egong@pascc.org)  
408-350-3244

### 4.2 - Background and Experience

Sourcewise, a 501 (c)(3) non-profit organization, is the designated Area Agency on Aging for Santa Clara County since 1973. Since 2000, Sourcewise, via a management contract with the County of Santa Clara, has been the IHSS Public Authority for Santa Clara County, under the name Public Authority Services by Sourcewise (Public Authority or PA).

The Public Authority has a small, but dedicated Training Department and has been offering training classes for Independent Providers (IPs) since 2006. The PA provides detailed class schedules, registration (online and via phone), waitlists, class reminders, quizzes/surveys and manages and tracks incentive payments for IPs who successfully complete classes.

The PA offers 15 training classes, specifically designed for IHSS Independent Providers. These classes were developed in consultation with the IHSS Advisory Board, comprised mainly of IHSS consumers. The first set of nine classes were offered in 2006 with an additional six classes offered starting in 2015. The classes are divided into two certificate series and listed below. Course descriptions can be found on the PA website:

[https://www.pascc.org/services/training.html#provider\\_certificate\\_classes](https://www.pascc.org/services/training.html#provider_certificate_classes)

#### Series 1 Classes

- CPR
- First Aid
- Safe Lifting and Transferring
- Nutrition
- Understanding Diabetes
- Personal Care
- Safety and Infection Prevention
- Last Phase of Life
- Mental Health



## Series 2 Classes

- Alzheimer's Basics
- Caregiver Stress Management
- The Skilled Care Provider
- Cancer Care Basics
- Emergency and Disaster Preparedness
- Falls Prevention

The classes are primarily comprised of PowerPoint presentations with instructor narrative, online videos, plus interactive questions throughout the class. Additional materials/resources are provided as handouts when the class is completed. Question and answer sessions are provided at the end of the formal presentation. To ensure engagement and participation, role is taken at the beginning, middle and end of each class.

Most of the classes are offered in English, Mandarin, Spanish and Vietnamese. Until the pandemic, classes were only offered in-person. Starting in Fall of 2020, classes were offered online, via Zoom, with an instructor; in-person classes continue to be offered. The Public Authority primarily partners with adult education schools, subject matter expert organizations and city/county entities to deliver the training classes. Partners include Fremont Union High School District Adult School, Milpitas Union School District Adult Education, Cancer CAREpoint, Santa Clara County Fire Department, and the Emergency Health Training Center. Two classes are delivered by the Public Authority Training department.

Quizzes/surveys are administered after each class, so courses are modified as warranted and instructors are evaluated for efficacy.

The PA also manages a Life Enhancement Fund (\$20K/year) for IPs who take classes outside the standard Series 1 and 2 classes. More information regarding the Life Enhancement Fund can be found on the PA website:

[https://www.pascc.org/services/training.html#provider\\_life\\_enhancement\\_fund](https://www.pascc.org/services/training.html#provider_life_enhancement_fund)

### 4.3 – Additional Features/Benefits

- a. The Public Authority and its education partners have extensive experience with the subject matter, developing curriculum, managing multiple classes and schedules and most of all, expertise with IHSS providers and their challenges with language skills, educational skills, technical abilities, and transportation limitations.
- b. The Public Authority currently offers online classes via Career Pathways and is intimately aware of the Pathways available, pilot program objectives and timeline, funding, state reporting requirements and CDSS reimbursement guidelines and forms.



## Class Offerings

The Public Authority is looking to offer training classes online, in English only for this proposal. The PA plans to offer all four classes currently approved for Riverside County AAA:

- Stress and Caregiver Burnout (2 hours)
- Caregiver Basics (2 hours)
- Living with Dementia (2.5 hours)
- Older Adult Sensitivity Training (2 hours)

### 4.4 - Cost Estimates

Cost Area	Description	Cost
Personnel Costs	Instructor costs for classes (contractor)	\$425.00
Planning Time	Planning/preparation for each class	\$85.00
Evaluation Time	Review and narrative on pre-post-test quizzes/evaluations; written quarterly narrative to CDSS	\$42.50
Admin/Overhead Costs	Attendee reporting, certificates of completion, additional CDSS requests	\$42.50
<b>Total cost per class</b>		<b>\$595.00</b>

Proposed number of classes during contract period\* (assumes Jan 1 – Dec 31, 2023): 212

Total proposal cost: **\$126,140.00** (Total class cost x number of classes)

\*The Public Authority is committed to offering a minimum number of classes listed above, however, if the Public Authority can offer more, it will attempt to do so, but only after consultation with Riverside AAA to ensure funding is available.