AMENDMENT TO AGREEMENT
BY AND BETWEEN
CALSAWS CONSORTIUM
AND
INFOSYS PUBLIC SERVICES, INC

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Amendment Number One

QUALITY ASSURANCE AGREEMENT ("AGREEMENT") ENTERED INTO BY AND BETWEEN THE CALSAWS CONSORTIUM ("CONSORTIUM"), A CALIFORNIA JOINT POWERS AUTHORITY, AND INFOSYS PUBLIC SERVICES, INC ("CONTRACTOR") FOR PROVISION OF THE CALIFORNIA STATEWIDE AUTOMATED WELFARE SYSTEM ("CalSAWS").

This Amendment Number One is effective as of May 14, 2021 (the "Effective Date") and amends the Agreement.

RECITALS

WHEREAS, on March 16, 2021 the Consortium entered into the Privacy and Security Agreement Number 20-6061 ("CDSS PSA") with the California Department of Social Services ("CDSS"), attached hereto as *Exhibit 1*, which is incorporated herein by reference; and

WHEREAS, the purpose of the CDSS PSA is to ensure the privacy and security of Personally Identifiable Information ("PII") received by the Consortium from CDSS while maintaining and operating the case management system used by Counties to administer the following programs: CalFresh, California Food Assistance Program, California Work Opportunity and Responsibility to Kids Program, Cash Assistance Program for Immigrants, Entrant Cash Assistance, Refugee Cash Assistance, Foster Care, Kinship Guardianship Assistance Program, Federal Guardianship Assistance Program, General Assistance/General Relief, and Trafficking and Crime Victims Assistance Program; and

WHEREAS, on November 12, 2019 the Consortium entered into the Medi-Cal Privacy and Security Agreement Number 19-87 ("DHCS PSA") with the California Department of Health Care Services ("DHCS"), attached hereto as *Exhibit 2*, which is incorporated herein by reference; and

WHEREAS, the purpose of the DHCS PSA is to ensure the privacy and security of PII received by the Consortium from DHCS while maintaining and operating the case management system used by Counties to administer the Medi-Cal program; and

WHEREAS, both the CDSS PSA and the DHCS PSA (collectively, the "PSAs") require that all Consortium Workers, including contractors, subcontractors, employees, vendors, and agents, comply with the terms of the PSAs; and

WHEREAS, as a contractor authorized by the Consortium and obligated under the Agreement to perform functions that require access to or use of PII, Contractor and Contractor's

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employees, contractors, subcontractors and agents (collectively, "Contractor Employees") are Consortium Workers under the PSAs; and

WHEREAS, in order to comply with the requirements of the PSAs, the parties wish to modify the Quality Assurance Agreement to comport with and fulfill the privacy and security obligations imposed by the PSAs.

CalSAWS assets and information must be used in a secure, approved, ethical, and lawful manner and in accordance with the terms and conditions of the CalSAWS contracts to appropriately protect such assets and information. This applies to all systems operated by the CalSAWS Joint Powers Authority (JPA) including the legacy C-IV, legacy CalWIN and LRS systems (hereafter collectively referred to as "CalSAWS Systems").

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and promises described herein, the parties agree as follows:

1. **Privacy and Security Awareness Training**.
   a. <u>Initial Training</u>. Contractor shall enforce compliance of the mandatory CalSAWS Security Awareness Training referenced below in section 7.c, to each new Contractor Employee within thirty (30) days of employment.

   b. <u>Refresher Training</u>. Contractor shall mandate that Contractor Employees take annual refresher training and must send a reminder of the privacy and security safeguards required under the PSAs and this Amendment Number One with at least three reminders.

   c. <u>Records</u>. Contractor shall obtain from each Contractor Employee a signed acknowledgement of completion of all trainings and reminders required under this Section 1. Contractor shall provide the Consortium with these training records at the end of each quarter.

2. **Contractor Employee Discipline**. Contractor shall follow documented sanction policies and procedures for Contractor Employees who fail to comply with privacy policies and procedures or any requirements imposed under the PSAs or this Amendment Number One. Such sanction policies and procedures shall include termination of employment where appropriate.

3. **CalSAWS Program User Security and Acceptable Use Policy.** Prior to a Contractor Employee accessing any PII and annually thereafter, Contractor shall require that Contractor Employee to complete the refresher training and formally acknowledge the **CalSAWS User Security and Acceptable Use Policy, attached hereto as *Exhibit 3*.**

4. **Background Screening**. Prior to a Contractor Employee accessing any PII, Contractor shall conduct a background screening of that Contractor Employee. The background screening shall be commensurate with the risk and magnitude of harm that Contractor Employee could cause, with more stringent background screening for Contractor Employees authorized to bypass significant technical and operational security controls. Contractor shall provide the Consortium with each Employee's background screening documentation within [5] days of receipt of the Employee's background screening report.

5. **Compliance with PSA Security Requirements**. Contractor shall comply with all applicable privacy and security requirements in the PSAs, including physical security requirements found in Section V of each of the PSAs, technical security requirements found in Section VI of each of the PSAs, system audit requirements found in Section VII of each of the PSAs, business continuity requirements found in Section VIII of each of the PSAs, and physical document security requirements found in Section IX of each of the PSAs.

6. **Ensure compliance with PSA provisions and Exhibits.** Contractor agrees to designate a Security Liaison to work with the Consortium. This Liaison is responsible for:
   a. Maintaining an active list of Contractor users with access to the CalSAWS System, including development, test and production environments.
   b. Coordinating compliance assessment tasks with the appropriate Contractor staff in a timely manner.
   c. Reporting on compliance violations and overseeing Contractor workforce/staff in the prompt remediation of all violations of any provisions of this Agreement.
   d. Contractor shall ensure that any agents, including a subcontractor, (if prior approval is obtained from CalSAWS) to whom they provide CalSAWS access to view data, agree in writing to the same requirements for privacy and security safeguards for confidential data that apply to Contractor with respect to this Agreement. Contractor must seek prior written approval from CalSAWS before providing CalSAWS data to a subcontractor.

7. **Comply with all provisions of the current Information Exchange Agreement (IEA) between DHCS and the Social Security Administration (SSA), DHCS PSA Exhibit A.** This data sharing agreement establishes the terms, conditions, and safeguards under which SSA agrees to disclose information to DHCS to be used for administering Medicaid and other federally funded programs.
   a. Comply with Attachment 4 of the IEA, the "Electronic Information Exchange Security Requirements for State and Local Agencies Exchanging Electronic Information with SSA (TSSR)".
   b. The specific TSSR sections are 5.3 System Access Control, 5.5 Personally Identifiable Information, 5.8 Data and Communications Security, 5.10 Security

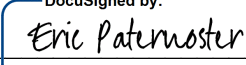Awareness Training and Employee Sanctions, and 5.11 Contractors of Electronic Information Exchange Partners.

    c. Contractor shall enforce compliance of the mandatory **CalSAWS Security Awareness Training, attached hereto as *Exhibit 4*.**

    d. Parts of this agreement may be updated periodically by CalSAWS, as required by program directives, oversight flow down requirements or changes in law or policy. Unless otherwise indicated, CalSAWS shall provide Contractor with copies of the updated documents without requiring an amendment to this Agreement and an acknowledgement of receipt will be required from Contractor. CalSAWS will maintain a record of updates and receipts.

8. Upon request, Contractor must provide CalSAWS with a current list of Contractor employees and (sub)contractors, including job descriptions, with privileges to view and utilize SSA data in CalSAWS.

9. **Breach and Security Incident Notification**. Contractor shall adhere to security and confidential provisions outlined in this agreement for the protection of any information exchanged between Contractor and the CalSAWS System.

    a. Contractor agrees to prompt reporting of any data breach or security incident following the **Vendor Breach and Security Incident Notification Process outlined within, Exhibit 5** of this Agreement.

    b. Contractor agrees to assist CalSAWS in performing compliance assessments. These assessments may involve compliance review questionnaires, and/or review of Contractor managed facilities, systems, books, and records.

    c. Contractor agrees to promptly remedy all violations of any provision of this Agreement and certify the same to CalSAWS in writing, or to enter into a written Corrective Action Plan with CalSAWS containing deadlines for achieving compliance with the specific provisions of this Agreement.

10. **Indemnification**. Both CONTRACTOR and CONSORTIUM acknowledge that the Agreement between them provides CONSORTIUM with indemnify rights against CONTRACTOR as specified in Section 13.2 of the Agreement. CONTRACTOR and CONSORTIUM agree that the indemnification obligations imposed by Section 13.1.1 of the Agreement encompasses any indemnification claim or future award related to Section 13.2 that CONSORTIUM may be entitled to under this Amendment No. One to the Agreement by CONTRACTOR, or CONTRACTOR's employees, agents, or Subcontractors.

AMENDMENT NUMBER ONE

IN WITNESS WHEREOF, the CONSORTIUM has caused this Amendment Number One to the Agreement to be subscribed on behalf of the CONSORTIUM, and CONTRACTOR has caused this Amendment Number One to be subscribed on its behalf by its duly authorized officer, as indicated below.

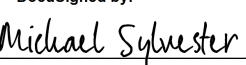**INFOSYS PUBLIC SERVICES**

Dated: _____

By: _____
Eric Paternoster
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Name: Eric Paternoster

Title: CEO

CALSAWS CONSORTIUM

Dated: _____

By: _____
Michael Sylvester
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Michael Sylvester, Consortium Chair

By: _____
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Kronick Moskovitz Tiedemann & Girard, Consortium Legal Counsel

By: _____
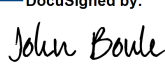*John Boule*
A9A62E4D57824B2...
John Boule, Consortium Executive Director

EXHIBIT 1

[Attach CDSS PSA]

EXHIBIT 2

[Attach DHCS PSA]

EXHIBIT 3

[Attach CalSAWS User Security and Acceptable Use Policy Here]

EXHIBIT 4.1

[Attach CalSAWS Information and Security Policy]

EXHIBIT 4

[Attach CalSAWS Privacy and Security Awareness Training]

EXHIBIT 5

[Attach CalSAWS Vendor Breach and Security Notification Process Here]

Contact

Questions related to policies can be addressed to CalSAWS Technical Support emailing Tech.Support@CalSAWS.org, or CalSAWS Chief Information Security Officer at Security.Officer@CalSAWS.org.