

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

22-1018

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Social Services

CONTRACTOR NAME

Monterey County Department of Social Services

2. The term of this Agreement is:

START DATE

July 1, 2022

THROUGH END DATE

June 30, 2025

3. The maximum amount of this Agreement is:

\$0.00 Zero Dollars and 00/100

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	5
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions - GTC 04/2017	
+ - Exhibit D	Special Terms and Conditions	4
+ - Exhibit E	EDD Protection of Confidentiality	4
+ - Exhibit E - Attachment 1	EDD Confidentiality Agreement	1
+ - Exhibit F	CDSS/EDD Reference Agreement 22-2003	25

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Monterey County Department of Social Services

CONTRACTOR BUSINESS ADDRESS

1000 South Main Street, Suite 306

CITY

Salinas

STATE

CA

ZIP

93901

PRINTED NAME OF PERSON SIGNING

Lori A. Medina

TITLE

Director, Department of Social Services

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

DocuSigned by:

Anne Breton

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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 22-1018	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Social Services

CONTRACTING AGENCY ADDRESS

744 P Street, MS 9-6-747

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Rolesa Indalecio

TITLE

SSM I, Non-IT Contracts

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM Vol. 1, 4.04 (A)(2)

Contractor Certification Clause

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Monterey County Department of Social Services	94-6000524

By (Authorized Signature)

Printed Name and Title of Person Signing

Lori A. Medina, Director Department of Social Services

Date Executed	Executed in the County of
	Monterey

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

A. Legal Authority

The Legal Authority for this Agreement by which the Employment Development Department (EDD) provides confidential wage and unemployment insurance claim information to California Department of Social Services (CDSS) is pursuant to Section 1095(ai) of the California Unemployment Insurance Code (UIC).

CDSS shall request and use the EDD Confidential Data for the sole purpose of conducting internal research, budget development, performance monitoring and program evaluation pursuant to the statutory authorities in: Welfare and Institutions Code Sections 10533, 10540.5, 10541, 10606.1, 10609.4, 10850, 11322.63, 11525, 15204.6, and Section 1095(ai) of the UIC, Title 7 of the United States Code (USC) Section 2020(e)(16)-(17), and Title 42 of the USC Sections 611 and 677.

B. Purpose

This Agreement is entered into between Monterey County Department of Social Services (MCDSS), herein referred to as the Contractor, and CDSS (collectively, the Parties). Contractor is to be provided access to the EDD Confidential Data for the sole purpose of conducting program evaluations. Contractor shall use the quarterly EDD base wage data to understand labor market participation of its employment services clients (e.g., California Work Opportunity and Responsibility to Kids (CalWORKs), CalFresh Employment & Training, and County General Assistance program clients in Monterey County). This Agreement provides authorization for use of the EDD Confidential Data solely for evaluation purposes described in this Agreement.

C. Contractor Responsibilities

1. Contractor may use the following data sets acquired from CDSS, collectively referred to as EDD Confidential Data:
 - a. **EDD Base Wage File:** Quarterly wage earnings for the most recent six (6) quarters available of all persons in the Contractor's County, 16 years or older and who received at least one month of public assistance in Contractor's County. The data extract includes quarter date; social security number; employer account number (EAN); and quarterly earnings. The base wage file shall enable Contractors to track the employment records and earnings of current and former welfare recipients. Historical wage data up to five (5) years prior is also available upon special request for selected clients.
 - b. **Employer Data:** This file is a subset of the Quarterly Census of Employment and Wages created by the Bureau of Labor Statistics. It

EXHIBIT A
(Standard Agreement)

contains California employer data such as employer identification number (EIN), NAICS industry classification code, employer trade name, street address, FIPS county code, and total quarterly wages paid. Employer data is available upon special request.

- c. **Unemployment/Disability (UI/DI) Files:** UI/DI files track the unemployment and disability benefits of welfare recipients. Data includes time of payment, payment amount, social security number, and client name. This data is available upon special request for selected clients, subject to CDSS cost review and available funds.

Linkage of administrative county data to the aforementioned files requires the county to provide a file to CDSS containing unduplicated client social security numbers and birth dates, preferably in SAS or Excel/Csv format.

2. Contractor shall instruct all employees, agents, or volunteers with access to the information provided through this Agreement as to the following:
 - a. The confidential nature of the information;
 - b. The requirements of Division 19 of the CDSS Manual of Policies and Procedure for the protection of confidential information provided by CDSS or held by the County in its administration of social services; and
 - c. The EDD Confidentiality and Security Requirements of the EDD and CDSS Interagency Agreement 22-2003, Exhibit E for EDD data.
 - d. Exhibit F, Agreement 22-2003, attached for reference.
3. Acknowledge CDSS as the original source of the data in any publications resulting from, or related to, use of this data.
4. Include a disclaimer that credits any analyses, interpretations, or conclusions reached to the authors and not to CDSS. The disclaimer shall be in substantially the following form, unless the Parties agree otherwise in writing:

“The research reported herein was performed with the permission of the California Department of Social Services. The opinions and conclusions expressed herein are solely those of the author(s) and should not be considered as representing the policy of any agency of the California State Government.”
5. Provide CDSS with a pre-publication draft of any reports 90 days before publication. A “report” is any document, email, or website that includes outcomes, results, or findings using EDD Confidential Data that is made available to the public. EDD requires all publications using EDD Confidential Data to be reviewed and approved by their Information Security Office prior to publication. CDSS shall facilitate the approval process between Contractor and EDD. Should

**EXHIBIT A
(Standard Agreement)**

CDSS disagree with any part of the report, a disclaimer stating CDSS's disagreement shall be included in the final published report.

Specifically, the EDD Confidential Data shall enable the following program outcomes, with respect to the content and function of reports, to be accurately measured, including:

- a. The number and proportion of clients with earned income;
- b. The total earnings of clients and their wage progression over time;
- c. The continuity of employment over time; and,
- d. How outcomes differ across various socioeconomic/demographic characteristics and specific employment services programs.

This analysis would enable Contractor to measure the effectiveness of welfare-to-work and employment services efforts in the Contractor's County, and provide valuable input into subsequent programmatic design and resource allocation decisions. Moreover, the information would be a useful tool in developing caseload forecasts and adapting employment services programs in response to labor market trends.

Under no circumstances shall individual client data be released or used to contact individual persons. All data shall be reported in aggregate to protect client privacy.

Matching client data with quarterly wages would provide Contractor with robust employment and earnings data that could be tracked over time for specific groups of program clients. County data does not currently provide any information on employment or earnings of program recipients, and EDD quarterly base wage files are the only accessible source for tracking the earned income of clients after receiving employment services.

Several files produced by the EDD are the only source that shall allow accessibility to track the employment and earnings of welfare program recipients after leaving public assistance as well as unemployment and disability payments.

D. CDSS Responsibilities

1. CDSS shall provide the EDD Confidential Data for the purpose specified in this Agreement.
2. CDSS shall facilitate the linkage of client records provided by Contractor to EDD base wage administrative files for this Agreement. The process shall require CDSS to transmit client records to EDD; EDD performs the actual linkage (matching) and shall make the matched records available to CDSS for access

**EXHIBIT A
(Standard Agreement)**

and subsequent distribution to Contractor. This linkage requires a valid social security number and date of birth for each client.

3. CDSS shall conduct random on-site inspections, as needed, to ensure compliance with the terms of this Agreement.
4. All printing shall be sent to the California Department of General Services, Office of State Publishing (OSP). It is the responsibility of the CDSS Project Representative to obtain an exemption from OSP to competitively bid out any and all printing listed within this Agreement.

E. Project Representatives:

The Project Representatives during the term of this Agreement shall be:

CDSS

Data Contact:

Brittney Gossard, Research Data Specialist
Fiscal Forecasting & Policy Branch
744 P Street, MS 8-10-100
Sacramento, CA 95814
Phone: (916) 654-1208
Brittney.Gossard@dss.ca.gov

Contract Contact:

Angela Vellos, CalWORKs Program Manager
CalWORKs Engagement Bureau
744 P Street, MS 8-8-33
Sacramento, CA 95814
Phone: (916) 653-6609
Angela.Vellos@dss.ca.gov

Monterey County Department of Social Services

The Contractor shall designate a person to be responsible for the security and confidentiality of the data. The Contractor shall immediately notify CDSS in writing of a designee change.

Security Contact:

Juan Plascencia
Department Information Systems Manager I
713 La Guardia Street
Salinas, CA 93905
Phone: (831) 783-7036
501-InformationSecurity@co.monterey.ca.us

EXHIBIT A
(Standard Agreement)

Program Contact:

Michael T Borgeson
Department Information Systems Manager II
713 La Guardia Street, Suite H8
Salinas, CA 93905
Phone: (831) 796-1559
BorgesonMT@co.monterey.ca.us

Contract Contact:

Yuliana Arroyo-Nuno
Contracts Manager
1000 South Main Street, Suite 306
Salinas, CA 93901
Phone: (831) 796-1590
Arroyo-NunoY@co.monterey.ca.us

The Project Representative may be changed by providing written notice to the other party within five (5) business days of the change. Said change shall not require an amendment to this Agreement.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. The maximum amount payable under this Agreement shall not exceed \$0.00. Shown below are the amounts that cannot be exceeded for each of the fiscal year(s):

2022/23	\$0.00
2023/24	\$0.00
2024/25	\$0.00

2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), CDSS agrees to pay the Contractor for said services in accordance with the rates specified.
3. Funding for necessary travel expenses and per diem are included in this agreement and will be reimbursed at rates established by the California Department of Human Resources (CalHR) for comparable classes. (See <https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>). Contractor will itemize travel expenses, including receipts, and submit to CDSS Program Contract Manager for approval. This approval, including itemization and receipts must be attached to the invoice submitted for payment.

No travel outside of the State of California by Contractor shall be reimbursed unless there is prior written authorization from CDSS. Per Government Code section 11139.8, travel to states currently subject to California's ban on state-funded and state-sponsored travel is prohibited.

4. Invoices shall include the Agreement Number 22-1018 and Reporting Structure 51801261 and shall be submitted in triplicate not more frequently than monthly in arrears to:

California Department of Social Services
CalWORKs and Family Resilience Branch
CalWORKs Engagement Bureau
744 P Street, M.S. 8-8-33
Sacramento, CA 95814
Attn: Angela Vellos or Sadie Webb
Email: Angela.Vellos@dss.ca.gov or Sadie.Webb@dss.ca.gov

Any invoices submitted without the above referenced information may be returned to the Contractor for further re-processing.

**EXHIBIT B
(Standard Agreement)**

B. State Budget Contingency Clause

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CDSS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDSS shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

C. For Contract with Federal Funds

1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.
3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
4. CDSS has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

D. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

E. Review

CDSS reserves the right to review service levels and billing procedures as they impact charges against this Agreement.

EXHIBIT B
(Standard Agreement)

F. Final Billing

Invoices for services must be received by CDSS within 90 days following each state fiscal year, or 90 days following the end of the contract term, whichever comes first. The final invoice must include the statement "Final Billing."

G. Nonresident Tax Withholdings

Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have seven percent of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

A. Dispute Provisions

1. If the Contractor disputes a decision of the State's designated representative regarding the performance of this Agreement or on other issues for which the representative is authorized by this Agreement to make a binding decision, Contractor shall provide written dispute notice to the State's representative within 15 calendar days after the date of the action. The written dispute notice shall contain the following information:
 - a. the decision under dispute;
 - b. the reason(s) Contractor believes the decision of the State representative to have been in error (if applicable, reference pertinent contract provisions);
 - c. identification of all documents and substance of all oral communication which support Contractor's position; and
 - d. the dollar amount in dispute, if applicable.

2. Upon receipt of the written dispute notice, the State program management will examine the matter and issue a written decision to the Contractor within 15 calendar days. The decision of the representative shall contain the following information:
 - a. a description of the dispute;
 - b. a reference to pertinent contract provisions, if applicable;
 - c. a statement of the factual areas of agreement or disagreement; and
 - d. a statement of the representative's decision with supporting rationale.

3. The decision of the representative shall be final unless, within 30 days from the date of receipt of the representative's decision, Contractor files with the California Department of Social Services a notice of appeal addressed to:

California Department of Social Services
744 P Street, M.S. 9-6-747
Sacramento, CA 95814
Attention: Chief, Contracts and Purchasing Bureau

Pending resolution of any dispute, Contractor shall diligently continue all contract work and comply with all of the representative's orders and directions.

B. Termination Without Cause

This Agreement may be terminated without cause by the State upon 30 days written notice to the Contractor.

EXHIBIT D
(Standard Agreement)**C. Debarment and Suspension**

For federally funded agreements, **Contractor certifies** that to the best of his/her knowledge and belief that he/she and their principals or affiliates or any sub-contractor utilized under this agreement, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. The Contractor also certifies that it or any of its sub-contractors are not listed with any active exclusions on the System for Award Management (<http://www.sam.gov>) (Executive Order 12549, 2 CFR Parts 180, 376, 417 and 2336).

D. Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

1. For Agreements with Contractors who are State entities not under the authority of the Governor, or cities, private firms or agencies which are receiving in excess of \$100,000 in federal funds from CDSS to perform services. By signing this Agreement the Contractor certifies that to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Grant or agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The Contractor shall require that the language of this certification be included in the award documents for all covered subawards exceeding

EXHIBIT D
(Standard Agreement)

\$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

2. This certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U. S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of no less than \$10,000 and not more than \$100,000 for each such failure.

E. Unruh Civil Rights Act and the Fair Employment & Housing Act

Prior to bidding on, submitting a proposal for or executing an agreement or renewal for a State of California contract over \$100,000 on or after January 1, 2017, the bidder or proposer must certify compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

F. Computer Software Copyrights

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

G. OMB Audit

Pursuant to Office of Management and Budget (OMB) audit requirement regulations (2 C.F.R. § 200.501), non-federal entities that expend \$750,000 or more in a year in Federal awards from all sources combined shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 C.F.R. § 200.514 (previously OMB Circular A-133). All OMB audit reports shall meet the report submission requirements established in 2 C.F.R § 200.512 and a copy shall be forwarded to CDSS.

H. Subcontractors

(Applicable to agreements in which the Contractor subcontracts out a portion of the work) Nothing contained in this Agreement or otherwise shall create any contractual relationship between CDSS and any subcontractors, and no subcontractor shall

EXHIBIT D
(Standard Agreement)

relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be fully responsible to CDSS for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the obligation of CDSS to make payments to the Contractor. As a result, CDSS shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

I. Indirect Costs/Administrative Overhead

For agreements with other governmental entities and public universities, indirect costs are expenses incurred for administrative services such as, but not limited to, accounting; personnel and payroll administration; accounts payable services; general and specialized insurance coverage; compliance and regulatory monitoring; independent audit services; and legal services. Indirect costs are applied to personnel, operating expenses, supplies, equipment, and travel expenses. Per State Contracting Manual, Section 3.06.B, agencies shall assure that all administrative fees are reasonable considering the services being provided. Agencies may only pay overhead charges on the first \$25,000 of each subcontract. Any subcontractor receiving \$25,000 or more must be clearly identified in the budget display and excluded when the total indirect costs are calculated.

EXHIBIT E
(Standard Agreement)**PROTECTION OF CONFIDENTIALITY**

Federal and state confidentiality laws, regulations, and administrative policies classify all the Employment Development Department (EDD) information provided under this Agreement as confidential. The federal and state laws prohibit disclosure of EDD's confidential information to the public and mandate its protection against loss and against unauthorized access, use, disclosure, modification, or destruction.

The Contractor must therefore, agree to the following security and confidentiality requirements:

I. ADMINISTRATIVE SAFEGUARDS

- a. Adopt policies and procedures to ensure use of EDD's confidential information solely for purposes specifically authorized under this Agreement that meets the requirements of Title 20, Code of Federal Regulations §603.10.
- b. Warrant by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee. In the event of a breach or violation of this warranty, EDD shall have the right to annul this Agreement without liability, in addition to other remedies provided by law.
- c. Warrant and certify that in the performance of this Agreement the Contractor will comply with all applicable statutes, rules, and/or regulations and Agreement information security requirements, including but not limited to the following:
 - [Unemployment Insurance Code §1094](#) (Disclosure Prohibitions)
 - [Title 20, Code of Federal Regulations §603.9 and §603.10](#) (Federal Unemployment Compensation Safeguards and Security Requirements)
 - [Civil Code §1798, et seq. \(Information Practices Act\)](#)
 - [Penal Code §502](#) (Computer Fraud Act)
 - [Title 5, U.S. Code §552a](#) (Federal Privacy Act Disclosure Restrictions)
 - [Title 42, U.S. Code §503](#) (Social Security Act)
 - [Title 18, U.S. Code §1905](#) (Disclosure of Confidential Information)
 - Welfare and Institutions Code § 10850 (Records)
- d. Except for State Agencies, agree to indemnify the CDSS against any loss, cost, damage or liability resulting from violations of these applicable statutes, rules and/or regulations and Agreement information security requirements.

EXHIBIT E
(Standard Agreement)

- e. Protect EDD's information against unauthorized access, at all times, in all forms of media. Access and use the information obtained under this Agreement only to the extent necessary to assist in the valid administrative needs of the program receiving such information and only for the purposes defined in this Agreement.
- f. Keep all EDD confidential information completely confidential. Make this information available to authorized personnel on a "need-to-know" basis and only for the purposes authorized under this Agreement. "Need to know" refers to those authorized personnel who need information to perform their official duties in connection with the uses of the information authorized by this Agreement.
- g. Notify the EDD Information Security Office (ISO) at (916) 654-6231, immediately upon discovery, that there may have been a breach in security which has or may have resulted in compromise to the confidential information. For purposes of this section, immediately is defined within 24 hours of discovery of the breach. The notification shall be by phone and the caller shall speak directly with a person in the EDD ISO. **It is not sufficient to simply leave a message.** The notification must include a detailed description of the incident (such as time, date, location, and circumstances) and identifying responsible personnel (name, title and contact information). The verbal notification shall be followed with an email notification to <InformationSecurityOffice@edd.ca.gov>.

II. MANAGEMENT SAFEGUARDS

- a. Acknowledge that the confidential information obtained by the Contractor under this Agreement remains the property of EDD.
- b. Instruct all personnel assigned to work with the information provided under this Agreement regarding the following:
 - Confidential nature of the EDD information,
 - Requirements of this Agreement, and
 - Sanctions specified in federal and state unemployment compensation laws and of any other relevant statutes against unauthorized disclosure of confidential information provided by EDD.
- c. Permit EDD to make on-site inspections to ensure that the terms of this Agreement are being met.
- d. Maintain a system of records sufficient to allow an audit of compliance with the requirements under subsection (d) of this part. Permit EDD to make on-site inspections to ensure that the requirements of federal and state privacy, confidentiality and unemployment compensation statutes and regulations are being met including but not limited to [Social Security Act §1137\(a\)\(5\)\(B\)](#).

EXHIBIT E
(Standard Agreement)**III. USAGE, DUPLICATION, AND REDISCLOSURE SAFEGUARDS**

- a. Use EDD's confidential information only for purposes specifically authorized under this Agreement. The information is not admissible as evidence in any action or special proceeding except as provided under Section 1094(b) of the Unemployment Insurance (UI) Code. Section 1095(u) of the Unemployment Insurance Code does not authorize the use of EDD's confidential information by any private collection agency.
- b. Extraction or use of the EDD information for any purpose outside the purposes stated in this Agreement is strictly prohibited. The information obtained under this Agreement shall not be reproduced, published, sold or released in original or any other form not specifically authorized under this Agreement.
- c. Disclosure of any EDD information to any person or entity not specifically authorized in this Agreement is strictly prohibited. Personnel assigned to work with EDD's confidential information shall not reveal or divulge to any person or entity any of the confidential information provided under this Agreement except as authorized or required by law.

IV. PHYSICAL SAFEGUARDS

- a. Take precautions to ensure that only authorized personnel are given access to physical, electronic and on-line files. Store electronic and hard copy information in a place physically secure from access by unauthorized persons. Process and store information in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal or other means.
- b. Secure and maintain any computer systems (network, hardware and software applications) that will be used in the performance of this Agreement. This includes ensuring that all security patches, upgrades, and anti-virus updates are applied as appropriate to secure data that may be used, transmitted or stored on such systems in the performance of this Agreement.
- c. Store all EDD confidential documents in a physically secure manner at all times to prevent unauthorized access.
- d. Store EDD's confidential electronic records in a secure central computer facility. Where in-use on a shared computer system or any shared data storage system, ensure appropriate information security protections are in place. The Contractor shall ensure that appropriate security access controls, storage protections and use restrictions are in place to keep the confidential information in the strictest confidence and shall make the information available to its own personnel on a "need to know basis" only.

EXHIBIT E
(Standard Agreement)

- e. Store EDD confidential data in encrypted format when recorded on removable electronic storage media, or on mobile computing devices, such as a laptop computer.
- f. Maintain an audit trail and record data access of authorized users and authorization level of access granted to EDD's data, based on job function.
- g. Direct all personnel permitted to use EDD's data to avoid leaving the data displayed on their computer screens where unauthorized users may view it. Personnel should retrieve computer printouts as soon as they are generated so that the EDD data is not left unattended in printers where unauthorized personnel may access them.
- h. Dispose of confidential information obtained from EDD, and any copies thereof made by the Contractor, after the purpose for which the confidential information is disclosed is served. Disposal means return of the confidential information to EDD or destruction of the information utilizing an approved method of confidential destruction, which includes electronic deletion (following Department of Defense specifications) shredding, burning, or certified or witnessed destruction.



EMPLOYMENT DEVELOPMENT DEPARTMENT CONFIDENTIALITY AGREEMENT

Information resources maintained by the State of California Employment Development Department (EDD) and provided to your agency may be confidential or sensitive. Confidential and sensitive information are not open to the public and require special precautions to protect it from wrongful access, use, disclosure, modification, and destruction. The EDD strictly enforces information security. If you violate these provisions, you may be subject to administrative, civil, and/or criminal action.

an employee of

PRINT YOUR NAME

PRINT YOUR EMPLOYER'S NAME

hereby acknowledge that the confidential and/or sensitive records of the Employment Development Department are subject to strict confidentiality requirements imposed by state and federal law include the Unemployment Insurance Code Sections 1094 and 2111, the Civil Code Section 1798 et seq., the Penal Code Section 502, Title 5, USC Section 552a, Code of Federal Regulations, Title 20 part 603, and Title 18 USC Section 1905.

INITIAL acknowledge that my supervisor and/or the Contract's Confidentiality and Data Security Monitor reviewed with me the confidentiality and security requirements, policies, and administrative processes of my organization and of the EDD.

INITIAL acknowledge responsibility for knowing the classification of the EDD information I work with and agree to refer questions about the classification of the EDD information (public, sensitive, confidential) to the person the Contract assigns responsibility for the security and confidentiality of EDD's data.

INITIAL acknowledge responsibility for knowing the privacy, confidentiality, and data security laws that apply to the EDD information I have been granted access to by my employer, including California Unemployment Insurance Code Section 1094 and 2111, California Government Code section 15619, California Civil Code Sections 1798.53, and Penal Code Section 502.

INITIAL acknowledge that wrongful access, use, modification, or disclosure of confidential information may be punishable as a crime and/or result in disciplinary and/or civil action taken against me—including but not limited to: reprimand, suspension without pay, salary reduction, demotion, or dismissal—and/or fines and penalties resulting from criminal prosecution or civil lawsuits, and/or termination of contract.

INITIAL acknowledge that wrongful access, inspection, use, or disclosure of confidential information for personal gain, curiosity, or any non-business related reason is a crime under state and federal laws.

INITIAL acknowledge that wrongful access, use, modification, or disclosure of confidential information is grounds for immediate termination of my organization's Contract with the EDD.

INITIAL agree to protect the following types of EDD confidential and sensitive information:

- | | |
|---|---|
| <ul style="list-style-type: none"> • Wage Information • Employer Information • Claimant Information • Tax Payer Information | <ul style="list-style-type: none"> • Applicant Information • Proprietary Information • Operational Information (manuals, guidelines, procedures) |
|---|---|

INITIAL hereby agree to protect EDD's information on either paper or electronic form by:

- Accessing or using EDD supplied information only as specified in the Contract for the performance of the specific work I am assigned.
- Never accessing information for curiosity or personal reasons.
- Never showing or discussing sensitive or confidential information to or with anyone who does not have the need to know.
- Placing sensitive or confidential information only in approved locations.
- Never removing sensitive or confidential information from the work site without authorization.
- Following encryption requirements for all personal, sensitive, or confidential information in any portable device or media.

"I certify that I have read and initialed the confidentiality statements printed above and will abide by them."

 Print Full Name (last, first, MI)

 Signature

 Print Name of Requesting Agency

 Date Signed

Check the appropriate box:

- | | |
|--|------------------------------------|
| <input type="checkbox"/> Employee | <input type="checkbox"/> Student |
| <input type="checkbox"/> Subcontractor | <input type="checkbox"/> Volunteer |
| <input type="checkbox"/> Other | |

 Explain

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 0000000308	Dist. TB 6/30/2022	PROJECT NUMBER (If Applicable)
--------------------------------	--------------------	--------------------------------

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Social Services

CONTRACTOR NAME

Employment Development Department

2. The term of this Agreement is:

START DATE

July 1, 2022 or upon final approval

THROUGH END DATE

June 30, 2025

3. The maximum amount of this Agreement is:

One Hundred Thirteen Thousand Three Hundred Twenty-Three Dollars and Thirty-Six Cents (\$113,323.36)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Attachment A-1	Specifications	4
Attachment A-2	Project List	6
+ - Exhibit B	Budget Detail and Payment Provisions	4
+ - Exhibit C *	General Terms and Conditions	
+ - Exhibit D	Special Terms and Conditions	1
+ - Exhibit E	Protection of Confidentiality	3
+ - Attachment E-1	Confidentiality Agreement	1
+ - Attachment E-2	Indemnity Agreement	1
+ - Attachment E-3	Statement of Responsibility Information Security Certification	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Employment Development Department

CONTRACTOR BUSINESS ADDRESS

722 Capitol Mall, #62-C

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Andrea Clayton

TITLE

Contract Section Chief

CONTRACTOR AUTHORIZED SIGNATURE

Andrea Clayton

DATE SIGNED

6/23/22

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 0000000308	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Social Services

CONTRACTING AGENCY ADDRESS

744 P Street

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Aaron Knowles

TITLE

Chief, IT Acquisitions and Purchasing

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Aaron Knowles

DATE SIGNED

6-29-2022

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A
(Interagency Agreement)

This Agreement is entered into by and between the Employment Development Department, hereinafter referred to as the EDD and the California Department of Social Services, hereinafter referred to as the CDSS. It sets forth the terms and conditions for the release of EDD confidential data to the CDSS.

SCOPE OF WORK

I. Purpose

The EDD agrees to provide the CDSS with confidential EDD information of wage and unemployment insurance (UI) benefit payment history as specified in this Agreement. The CDSS agrees to use the confidential information provided by the EDD under this Agreement to create aggregate or summary level frequency distributions, tables, and complex statistical analyses. This output is used-primarily for internal research, budget development, performance monitoring, and program evaluations. The CDSS will also use this output for special, mandated evaluation projects where the CDSS contracts an evaluator as described in Attachment A-2 Project List.

The EDD agrees that the confidential information provided to the CDSS may be disclosed to the approved CDSS project evaluators listed on Attachment A-2 Project List. Future subcontracted projects must be evaluated and approved by the EDD before any disclosures of EDD confidential data can take place.

II. Legal Authority

The EDD provides confidential wage and Unemployment Insurance (UI) information to the CDSS pursuant to section 1095(ai) of the Unemployment Insurance Code (UIC).

The CDSS shall request and use the EDD's confidential information for the sole purpose of conducting, internal research, budget development, performance monitoring and program evaluation pursuant to the statutory authorities listed in Attachment A-2 Project List: Sections 10540.5(a)-(e), 10541, 10606.1, 10609.4, 10850(2)(f), 11520-11521.7, 11525, 15204.6 of the Welfare and Institutions Code, and Section 1095(ai) of the UIC, and Sections of 7 United States Code (USC) Section 611, 42 USC Section 677 of the Social Security Act, and the Agriculture Act of 2014 (P.L. 113-79 Section 4022).

III. Agreement Representatives

1. The EDD's contact persons are:

AGREEMENT NEGOTIATIONS, CONFIDENTIALITY, AND TECHNICAL ASSISTANCE

Mason Moulay or Designee
Information Security Office, MIC 33
Employment Development Department
P.O. Box 826880
Sacramento, CA 94280-0001

Phone: (916) 937-5520

Email: Mason.Moulay@edd.ca.gov
cc: ISOPrivacyDisclosureUnit@edd.ca.gov

EXHIBIT A
(Interagency Agreement)

FISCAL

Employment Development Department
Accounts Receivable Unit, MIC 70
P.O. Box 826217
Sacramento, CA 94230-6217
Phone: (916) 654-9440

2. The CDSS' contact persons are:

AGREEMENT NEGOTIATIONS AND ADMINISTRATION

Christopher Daniels
California Department of Social Services
744 P Street, MS 8-5-26
Sacramento, CA 95814
Phone: (916) 651-5006
Email: DataAccessUnit@dss.ca.gov

FISCAL MATTERS

Christopher Daniels
California Department of Social Services
744 P Street, MS 8-5-26
Sacramento, CA 95814
Phone: (916) 651-5006
Email: DataAccessUnit@dss.ca.gov

CONFIDENTIALITY AND DATA SECURITY ASSIGNMENTS

Data Security and Integrity:	<u>Gregory Nelson</u>
Internal distribution of the EDD products:	<u>Jennifer Espera</u>

3. Either party may make changes to the Agreement Representatives information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

ATTACHMENT A-1
(Interagency Agreement)

SPECIFICATIONS

I. METHODOLOGY: CALIFORNIA DEPARTMENT OF TECHNOLOGY SERVICES SECURE ELECTRONIC TRANSMITTAL SERVICE

1. The CDSS submits to the EDD, via disk, the social security number of individuals specified in this Agreement under Customer Codes **E00096** and **E00097**.
2. On matching records the EDD produces and delivers, via disk, the abstract reports authorized under this agreement.
3. On a quarterly basis the EDD invoices the CDSS for all SSN transactions searched.

II. RESPONSIBILITIES

1. **The EDD agrees to:**

- a. Provide the CDSS with a copy of Abstract System Customer Instruction Packet.
- b. Provide a file name for the CDSS to copy all their input requests into. File will contain all input requests (SSNs) formatted to the EDD specifications in the Abstract System Customer Instruction Packet.
- c. Make use of the Generation Data Set (GDS) set up by the CDSS Resource Access Control Facility (RACF) at the California Department of Technology Services (CDT):
 1. **EMBP.ABS.ABS990.ABS.REQUESTS.E00096** (Current and Archive Wages)
 2. **EMBP.ABS.ABS990.ABS.REQUESTS.E00097** (Current and Archive UI Data)
- d. Schedule a search match of the Social Security Numbers (SSN) from the input file provided by CDSS with the EDD data file. On positive matches the EDD will provide the following EDD abstract data files:
 - 1) Current Wage Abstract
 - 2) Current Unemployment Insurance Payment History
 - 3) Unemployment Insurance Payment History (2-4 years)
 - 4) Unemployment Insurance Payment History (4-7 years)
 - 5) Archive Wage Abstract
- e. Place the "output" Abstract System Files, formatted to the EDD specifications on two (2) disk data sets at CDT with the following Data Set Names (DSN):
 1. **BPEM.ABS.ABS201.ABSTRAC.X200.E00097** (Current and Archive UI Data)
 2. **BPEM.ABS.ABS953.ABSTRAC.X089.E00096** (Current and Archive Wage Data)
- f. Monitor and assess the status of the data to ensure that the terms, conditions, and disclosure constraints stipulated in this Agreement are followed. This compliance review is part of the EDD contract monitoring process.

ATTACHMENT A-1
(Interagency Agreement)

- g. Protect the information provided by the CDSS as confidential information and will adhere to the security and confidentiality provisions outlined in Exhibit E–Protection of Confidentiality Provisions, attached hereto and made part of the Agreement for the protection of that information.
 - h. The EDD will instruct all the EDD personnel assigned to work with the information provided by the CDSS that this information is considered confidential information and is to be treated in the same manner as the EDD confidential material.
 - i. The EDD will ensure that all the EDD personnel assigned to work with the information provided by the CDSS have signed the EDD Confidentiality Statement (Attachment E-1. Rev. 11-2021). EDD acknowledges that the names of social services clients and applicants are confidential per section 10850 of the Welfare and Institutions Code (WIC) and will be secured in accordance with the California State Administrative Manual (state policy) requirements.
 - j. Review and respond to future CDSS research, demonstration, or program evaluation project approval requests within 30 days.
2. **The CDSS agrees to:**
- a. Request only the EDD information specifically authorized under this Agreement. Requests will be made on an as needed basis.
 - b. Submit only the social security numbers of individuals who are identified as current and/or former public assistance and program recipients (CalWORKs, CalFresh, or Medi-Cal) authorized under this Agreement.
 - c. The CDSS will submit social security numbers under the EDD Customer Codes: **E00096** and **E00097** formatted to the system specifications listed in the Abstract System Customer Instruction Packet with the DSNs:
 - 1. **EMBP.ABD.ABS990.ABS.REQUESTS.E00096** (Current and Archive Wages)
 - 2. **EMBP.ABD.ABS990.ABS.REQUESTS.E00097** (Current and Archive UI Data)
 - d. Format all requests (SSNs) to the EDD specifications in the *Abstract System Customer Instruction Packet*.
 - e. Provide the EDD all Abstract Input requests (SSNs) for the limited purpose of allowing the EDD to match the SSNs with the EDD data files to provide CDSS wage and UI information. The CDSS information may not be otherwise used or further disclosed by the EDD.
 - f. Pick up all Abstract output information from the two (2) disk data sets at CDT with the following Data Set Name (DSN):
 - 1. **BPEM.ABS.ABS953.ABSTRAC.X089.E00096** (Current and Archive Wage Data)
 - 2. **BPEM.ABS.ABS953.ABSTRAC.X089.E00097** (Current and Archive UI Data)
 - g. Use the specified ABS data files for only the purpose of creating aggregate or summary level frequency distributions, tables and complex statistical analysis for internal research, budget development, performance monitoring, and program evaluation. CDSS will also use this output for special, mandated, evaluation projects where CDSS contracts an evaluator as described in Attachment A-2 Project List.

ATTACHMENT A-1
(Interagency Agreement)

- h. Comply with EDD's Data Minimization and Retention Standard (DM3) when preparing any non-confidential, aggregated, and statistical form data files for public access containing EDD data.
 - 1) EDD has reviewed and approved CDSS standard publications with high level aggregation of EDD data. Any updates to those standard CDSS publications will not need to be resubmitted to EDD for future review and approval.
 - 2) EDD agrees that any CDSS publication of EDD aggregate data that includes 100 respondents or more shall not require prior review and approval. Any CDSS publication based upon fewer than 100 respondents shall be submitted to EDD for review and approval no later than 30 days prior to publication.
- i. Not disclose any individually identifiable the EDD information to any person or agency other than those authorized specifically under this Agreement. Future CDSS Research, Demonstration, Program Evaluation projects must be evaluated and approved by EDD before any data can be requested or redisclosed under this Agreement. The approval request for any new projects must include:
 - 1) Project purpose and statutory authority;
 - 2) A full description of how data will be used and distributed;
 - 3) Name of all public and/or private contractors and/or subcontractors that will receive EDD information;
 - 4) An executed copy(ies) of the CDSS contractor and/or subcontractor.
- j. Ensure that all contracts established with other private and/or public contractors and/or subcontractors with access to the EDD confidential information disclosed under this Agreement include all EDD confidentiality provisions specified herein.
- k. Instruct all the CDSS and contractor/subcontractor staff with access to the information provided by the EDD under this Agreement regarding the: (1) the confidential nature of the information; (2) the requirements of this Agreement; (3) the need to adhere to the security and confidentiality provisions outlined in Exhibit E – Protection of Confidentiality Provisions; and (4) the sanctions and penalties against unauthorized use or disclosure found in sections 1094 and 2111 of the UIC, the section 1798.55 of the California Civil Code, and section 502 of the California Penal Code.
- l. Oversee the CDSS and contractor/subcontractor staff in their use of confidential information received from the EDD.
- m. Ensure that all the CDSS personnel assigned to work with the information provided by the EDD have signed the EDD Confidentiality Statement (Attachment E-1. Rev. 11-2021).
- n. Adhere to security and confidentiality provisions outlined in Exhibit E - Protection of Confidentiality, attached hereto and made part of the Agreement for the protection of any information exchanged between the CDSS and the EDD.
- o. Comply with the UIC on any matters pertaining to the access, use, and/or release of data under this agreement. Failure to comply with this provision shall be deemed a breach of this agreement and shall be grounds for cancellation of this agreement.
- p. CDSS shall not release the EDD's confidential information to any entity which is a private collection agency (UIC, §1095(u)).

ATTACHMENT A-1
(Interagency Agreement)

- q. Cooperate with the EDD's authority to monitor this Agreement in accordance with Exhibit E, paragraph II(e) and (f).
- r. Comply with section 603.9, Title 20 of the Code of Federal Regulations with respect to any EDD confidential information.
- s. ***Pursuant to federal law, if the CDSS fails to comply with any provision of this Agreement, including timely payment of the EDD's costs under this Agreement, this Agreement shall be suspended and no further disclosures will be made until the EDD is satisfied that corrective action has been taken and there will be no further breach. In the absence of prompt and satisfactory corrective action, this Agreement will be cancelled and the CDSS shall surrender to the EDD all confidential information obtained under this Agreement which has not been previously returned to EDD, and any other information relevant to the Agreement. 20 C.F.R. Part 603.10(c)(1).***

3. Joint Responsibilities:

- a. Designate staff to have primary responsibility for program liaison, coordination of activities, and to meet, when necessary, to further redefine specific program procedures.
- b. Not disclose any the EDD or the CDSS information to any person or agency other than those authorize specifically under this Agreement.
- c. To cooperate fully and furnish such assistance as may be mutually agreed upon by the parties hereto as being necessary and appropriate for proper performance of this Agreement.

III. ACCURACY ASSESSMENT

Individual employers and claimants report the information in the EDD's files. Since the EDD is not the originator of the information disclosed, the EDD cannot guarantee the accuracy of the information.

ATTACHMENT A-2
(Interagency Agreement)

California Department of Social Services (CDSS)
Projects Requiring Employment Development Department (EDD) Data Sharing

Project/Report	Description/Purpose for Use of EDD Data	Statutory Authority/ Reference to Use EDD Data	Data Used	Internal Use or Re-disclosure	Timeline
CalWORKs Adult Recipient Earnings by Quarter	Measure overall employment success of adult recipients by county and statewide. Tracks employment statistics over time and the effects of CalWORKs program implementation as required by public law 104-193 (Federal TANF legislation) and WIC 10540.5. Public reports contain only aggregated statistical wage data.	WIC § 10540.5 WIC § 10541 WIC § 11525 WIC § 10606.1 42 USC § 611	EDD Base Wage file, integrated into a longitudinal database containing information on CalWORKs and CalFresh applicants and recipients.	Internal use and public summary reports assist CDSS, Counties, and program stakeholders with program evaluation and labor market analysis.	1996 - ongoing
Budget Development	Analyze and estimate impact of legislation and budget proposals for CDSS Exec Staff, Dept of Finance, Governor's Office, and California Legislature. Includes poverty research and analysis of recipient income and earnings. Aggregated statistics may be made public during budget development process.	WIC(2)(f) UIC 1095(ai)	EDD Base Wage File UI Payments Files	Internal Use – policy development and analysis of fiscal impact. Aggregate statistics may be made public to legislature and external stakeholders during budget development process.	Ongoing

ATTACHMENT A-2
(Interagency Agreement)

Project/Report	Description/Purpose for Use of EDD Data	Statutory Authority/Reference to Use Data	Data Used	Internal Use or Re-disclosure	Timeline
Semi-Annual and Annual CalWORKs reporting changes	Estimate the budget impact of reporting requirement changes, including number of recipients with earnings above the income reporting threshold.	WIC § 10540.5(a)-(e) WIC § 10541 WIC § 11525 42 USC § 611	EDD Base Wage File	Internal Use – policy development and analysis of fiscal impact	Ongoing
Pay-For-Performance Measures #1 and #3	Increase CalWORKs federal work participation rate; increase investment by counties in pathways to employment.	WIC § 15204.6 42 USC § 611	EDD Base Wage File	Internal Use – program oversight	2006 - ongoing

ATTACHMENT A-2
(Interagency Agreement)

Project/Report	Description	Statutory Authority/Reference to Use Data	Data Used	Internal Use or Re-disclosure	Timeline
County Welfare Departments – Evaluate Employment Programs’ Effectiveness	Track base wage earnings and UI/DI benefits of TANF/CalWORKs, CalFresh Employment & Training, and General Relief/General Assistance program clients to measure: labor market participation, total earnings and number of clients with earned income, employment continuity over time, program outcomes across specific socioeconomic groups (for the purpose of determining employment outcomes connected with welfare-to-work activity).	WIC § 10540.5 WIC § 10541 WIC § 11520-11521.5	EDD Base Wage File UI/DI Unemployment and Disability files.	Internal Use and Rediscovery: CDSS contracts with Butte, Colusa, Contra Costa, El Dorado, Fresno, Kern, Lassen, Los Angeles, Madera, Marin, Monterey, Napa, Nevada, Orange, Placer, Riverside, San Diego, San Francisco, Santa Clara, Santa Cruz, Shasta, Siskiyou, Solano, Sonoma, Stanislaus, Trinity, Tulare, Tuolumne, and Yolo counties.	2014 - Ongoing
California Child Welfare Indicators Project /California Children’s Services Archive	Ongoing analysis to determine employment outcomes for youth exiting from Foster Care by tracking base wage earnings over time. Any public reports by CDSS contain only aggregated statistical data.	WIC § 10609.4 WIC § 11525	EDD Base Wage File	Rediscovery: CDSS contracts with University of California, Berkeley (CCWIP/Children’s Services Archive) to meet legislative reporting requirements of Welfare and Institutions code section 10609.4.	2004 - ongoing

ATTACHMENT A-2
(Interagency Agreement)

Project/Report	Description	Statutory Authority/Reference to Use Data	Data Used	Internal Use or Re-disclosure	Timeline
Extended Foster Care Exit Outcomes (AB 12)	Report on Extended Foster Care Exit Outcomes under AB 12 to assist CDSS and counties in program evaluation. Public reports contain only aggregated statistical data.	WIC § 10609.4 WIC § 11525 42 USC § 677	EDD Base Wage file	Internal Use and Redisclosure: CDSS contracted with University of California, Berkeley and the University of Chicago to meet legislative reporting requirements of AB 12 (Chapter 559, Statutes of 2010)	2011-ongoing
CalFresh E&T Federal Reporting Measures	CDSS is federally mandated to report outcome data to monitor the effectiveness of the CalFresh E&T programs annually. To meet the reporting requirements, CDSS will match CalFresh E&T participant and former participant data provided by counties to wage data.	Section 4022(a)(2) of the Agricultural Act of 2014	EDD Base Wage File	Internal Use. Re-disclosure will only be in aggregate format to the federal government.	2017 - ongoing
Understanding Utilization Across Safety Net Programs	Improve program delivery and outcomes by better understanding the holistic package of social safety net programs utilized by CalWORKs and CalFresh recipients.	WIC § 10540.5 WIC § 10541 WIC § 10850-10851 WIC § 11520-11521.5	EDD Base Wage File	Re-disclosure to California Policy Lab (CPL), headquarters at University of California, Los Angeles (using hashed identifiers)	2018 - ongoing

ATTACHMENT A-2
(Interagency Agreement)

Project/Report	Description	Statutory Authority/Reference to Use Data	Data Used	Internal Use or Re-disclosure	Timeline
Mobility Through CalFresh and CalWORKs	Inform policymaking by understanding the extent to which SNAP and TANF buffer children against poverty, evaluate the ways in which families combine earnings with program benefits to make ends meet, and seek to identify distinctive differences across children's ages and across regions and counties in the State.	WIC § 10540.5 WIC § 10541 WIC § 10850-10851 WIC § 11520-11521.5	EDD Base Wage File Employer Data	Re-disclosure to Public Policy Institute of California (PPIC)	2019- Ongoing
Home Visiting Program (HVP) Evaluation	Identify existing and establish additional outcome measures for the CalWORKs HVP to evaluate the program's effectiveness in promoting family self-sufficiency.	UIC Section 1095(ai) Agriculture Act of 2014 (P.L. 113-79, Section 4022) WIC § 10850	EDD Base Wage File, UI/DI	Re-disclosure to University of California, San Francisco	2020 - 2023
Racial Equity in Service Delivery	Study racial equity in CalWORKs' service delivery systems to inform program improvement.	UIC Section 1095(ai) Agriculture Act of 2014 (P.L. 113-79, Section 4022) WIC § 10850	EDD Base Wage File	Re-disclosure to California Policy Lab (CPL), headquarters at University of California, Los Angeles (using hashed identifiers)	2021 - 2023

ATTACHMENT A-2
(Interagency Agreement)

Project/Report	Description	Statutory Authority/Reference	Data Used	Internal Use or Re-disclosure	Timeline
Expanding Access to SNAP	Investigate the extent to which SNAP benefits provided through CalFresh enrollment improves health outcomes, reduces health care expenditures, and improves capacity to age in place among older adult, SSI recipients.	UIC Section 1095(ai) Agriculture Act of 2014 (P.L. 113-79, Section 4022) WIC § 10850	EDD Base Wage File	Re-disclosure to California Policy Lab (CPL), headquarters at University California of Los Angeles (using hashed identifiers)	2021 – August 2023

EXHIBIT B
(Interagency Agreement)

I. BUDGET DETAILS AND PAYMENT PROVISIONS

a. The maximum amount of this Agreement shall not exceed One Hundred Thirteen Thousand Three Hundred Twenty-Three Dollars and Thirty-Six Cents (\$113,323.36).

- **FY 22/23 - \$46,809.12**
- **FY 23/24 - \$33,257.12**
- **FY 24/25 - \$33,257.12**

b. In consideration of the performance and completion of the foregoing in a satisfactory manner, and upon receipt of a detailed invoice, in triplicate, quarterly in arrears, the CDSS shall reimburse the EDD the total amount due, based on the following product rate structure plus administrative costs for contracting:

- The administrative costs for contracting include the costs for development, processing, and maintenance of an Agreement which averages \$1,500 per agreement. Your Agreement will be charged an administrative cost of \$125.00 per quarter for a 3-year Agreement. These costs are computed in accordance with sections 8752 and 8752.1 of the State Administrative Manual. Nothing herein contained shall preclude advance payments, pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code of the State of California; and
- The following rate chart will apply for the mass media Abstract process:

<u>If the cumulative number of requested products per quarter is:</u>	<u>Then the cost for Current Data and Archive Wages per requested product shall be:</u>	<u>Then the cost for Archive UI/DI Data per requested product shall be:</u>
1 – 250	\$.50101	\$1.00202
251 – 2,000	0.12621	0.25242
2,001 – 10,000	0.02163	0.04326
10,001 – 250,000	0.00510	0.0102
250,001 – 1 Million	0.00146	0.00146
More than 1 Million	0.00121	0.00121

c. The CDSS shall be charged for the total number of products requested. Each SSN submitted may generate 1 to 5 products, depending on the types of ABS reports requested.

d. The maximum amount of this Agreement has been computed based on a total of an estimated 6,768,000 SSNs per quarter, as well as a special one-time request of 5,600,000 SSNs, (**billing will be at actual value based on volume**), as follows:

EXHIBIT B
(Interagency Agreement)

EDD ABSTRACT	FORMULA	COST
Current Wages	1 product 6,504,000 x .00121 x 12Q	\$94,438.08
UI Claim History - Current	1 product 10,000 x .00121 x 12Q	\$145.20
UI Claim History – (2-4 years)	1 product 5,600,000 x .00121 x 1Q	\$6,776.00
UI Claim History – (4-7 years)	1 product 5,600,000 x .00121 x 1Q	\$6,776.00
Archive Wages	1 product 254,000 x .00121 x 12Q	\$3,688.08
Administrative Fees		\$1,500.00
Total for 3-year contract		\$113,323.36

- e. The EDD Invoices will reference the EDD Agreement No. 0000000308, the CDSS Agreement No. 22-2003 and the EDD customer code **E00096** and **E00097**; and shall be submitted for payment to:

Christopher Daniels
Chief, Data Stewardship Section
744 P Street, MS 8-5-26
Sacramento, CA 95814
DataAccessUnit@dss.ca.gov

- f. The CDSS payment must reference the EDD Invoice Number, the EDD Agreement number 0000000308, the CDSS Agreement No. 22-2003 and the EDD customer code **E00096** and **E00097**; and be submitted to:

Employment Development Department
Accounting Section, MIC 70
P.O. Box 826217
Sacramento, CA 94230-6217

Pursuant to Office of Management and Budget (OMB) Circular A-133, the Contractor shall provide the sub-recipients with the Catalog of Federal Domestic Assistance (CFDA) Number and Program Title. Invoices shall also include the following CFDA Number and Program Title:

CFDA Number: 93.658
CFDA Program Title: Foster Care -- Title IV-E

CFDA Number: 93.558
CFDA Program Title: Temporary Assistance for Needy Families (TANF)

CFDA Number: 10.551
CFDA Program Title: Supplemental Nutrition Assistance Program (SNAP)

Any invoices submitted without the above referenced information may be returned to the Contractor for further re-processing.

EXHIBIT B
(Interagency Agreement)

- g. Payment will be made in accordance with, and within the time specified in, Title 1, Division 3.6, Part 3, Chapter 4.5 of the Government Code.
- h. If payment has not been received for a non-disputed invoice within 60 days of the invoice date, the EDD, in accordance with section 11255 of the Government Code, will provide the CDSS with a 30-day notification of its intent to initiate a Transaction Request with the State Controller's Office to transfer funds from the CDSS to the EDD.

For the purpose of transferring funds, the CDSS shall provide the following appropriation data to the EDD:

Fund Number: 0001
Organization Code: 5180
Fiscal Year(s): 22/23, 23/24, 24/25
Category or Program: 9999

If applicable, the CDSS will additionally provide the Element, Component, and Task:

Element: N/A
Component: N/A
Task: N/A

- i. Nothing herein contained shall preclude advance payments, pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code of the State of California.

II. STATE BUDGET CONTINGENCY CLAUSE

- a. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the CDSS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the CDSS shall have the option to either cancel this Agreement with no liability occurring to the CDSS, or offer an agreement amendment to Contractor to reflect the reduced amount.

III. FOR CONTRACTS WITH FEDERAL FUNDS

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This Agreement is valid and enforceable only if sufficient funds are made available to the CDSS by the United States Government for the term of this Agreement for the purposes of this program. In

EXHIBIT B
(Interagency Agreement)

addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.

- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. The CDSS has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

IV. REVIEWS

Each party reserves the right to review service levels and billing procedures as these impact charges against this Agreement.

V. FINAL BILLING

Invoices for services must be received by the CDSS within 90 days following each state fiscal year, or 90 days following the end of the contract term, whichever comes first. The final invoice must include the statement "Final Billing."

EXHIBIT D
(Interagency Agreement)

SPECIAL TERMS AND CONDITIONS

1. **Force Majeure**

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and riots, and acts of god such as earthquakes, floods, pandemics and other natural disasters, such that performance is impossible.

2. **Workforce Innovation and Opportunity Act**

The Contractor agrees to conform to nondiscrimination provisions of the Workforce Innovation and Opportunity Act (WIOA) and other federal nondiscrimination requirements as referenced in 29 CFR, parts 37 and 38.

3. **Termination**

This Agreement may be terminated by either party by giving written notice 30 days prior to the effective date of such termination.

4. **Settlement of Disputes**

Any dispute concerning a question of fact arising under the term of this Agreement which is not disposed of within a reasonable period of time (ten business days) by the Contractor and State employees normally responsible for the administration of this contract shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution.

EXHIBIT E
(Interagency Agreement)

PROTECTION OF CONFIDENTIALITY

Federal and state confidentiality laws, regulations, and administrative policies classify all the Employment Development Department (EDD) information provided under this Agreement as confidential. The federal and state laws prohibit disclosure of the EDD's confidential information to the public and mandate its protection against loss and against unauthorized access, use, disclosure, modification, or destruction.

The CDSS must therefore, agree to the following security and confidentiality requirements:

I. ADMINISTRATIVE SAFEGUARDS

- a. Adopt policies and procedures to ensure use of the EDD's confidential information solely for purposes specifically authorized under this Agreement that meet the requirements of section §603.10, Title 20 of the Code of Federal Regulations.
- b. Warrant by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee. In the event of a breach or violation of this warranty, the EDD shall have the right to annul this Agreement without liability, in addition to other remedies provided by law.
- c. Warrant and certify that in the performance of this Agreement, the CDSS will comply with all applicable statutes, rules and/or regulations, and Agreement information security requirements, including but not limited to the following:
 - **California Unemployment Insurance Code §1094** (Disclosure Prohibitions)
 - **Title 20, Code of Federal Regulations §603.9 and §603.10** (Federal Unemployment Compensation Safeguards and Security Requirements)
 - **California Civil Code §1798, et seq.** (Information Practices Act)
 - **California Penal Code §502** (Computer Fraud Act)
 - **Title 5, U.S. Code §552a** (Federal Privacy Act Disclosure Restrictions)
 - **Title 42, U.S. Code §503** (Social Security Act)
 - **Title 18, U.S. Code §1905** (Disclosure of Confidential Information)
 - **California Welfare and Institutions Code §10850 (Records)**
- d. The EDD and the CDSS mutually agree to indemnify each other against any loss, cost, damage or liability resulting from violations by their respective employees or agents of these applicable statutes, rules and/or regulations, and Agreement information security requirements that meet section 5305.8 of the State Administrative Manual.
- e. Protect the EDD's information against unauthorized access, at all times, in all forms of media. Access and use the information obtained under this Agreement only to the extent necessary to assist in the valid administrative needs of the program receiving such information, and only for the purposes defined in this Agreement.
- f. Keep all the EDD's confidential information completely confidential. Make this information available to authorized personnel on a "need-to-know" basis, and only for the purposes authorized under this Agreement. "Need-to-know" refers to those authorized personnel who need information to perform their official duties in connection with the use of the information authorized by this Agreement.
- g. Immediately upon discovery, notify the EDD Information Security Office (ISO) at InformationSecurityOffice@edd.ca.gov, that there may have been a breach in security which has or

EXHIBIT E
(Interagency Agreement)

may have resulted in the disclosure of confidential information. For purposes of this section, immediately is defined within 24 hours of discovery of the breach.

The notification must include a detailed description of the incident (such as time, date, location, and circumstances) and identify the CDSS personnel responsible (name, title and contact information) for handling breach disclosures. **Please do not include any confidential information in the notification.**

II. MANAGEMENT SAFEGUARDS

- a. Acknowledge that the confidential information obtained by the CDSS under this Agreement remains the property of the EDD.
- b. Instruct all personnel assigned to work with the information provided under this Agreement regarding the following:
 - Confidential nature of the EDD information.
 - Requirements of this Agreement.
 - Sanctions specified in federal and state unemployment compensation laws and any other relevant statutes against unauthorized disclosure of confidential information provided by the EDD.
- c. Require that all personnel assigned to work with the information provided by the EDD complete their respective agency's comparable Confidentiality Statement.
- d. Return the following completed documents to the EDD Contract Services Group:
 - The EDD Confidentiality Agreement (Attachment E-1): Require to be completed by the CDSS Information Security Officer or authorized Management Representative.
 - The EDD Indemnity Agreement (Attachment E-2): Required to be completed by the CDSS Chief Financial Officer or authorized Management Representative.
 - The EDD Statement of Responsibility Information Security Certification (Attachment E-3): Required to be completed by the Information Security Officer or authorized Management Representative.
- e. Permit the EDD to make on-site inspections to ensure that the terms of this Agreement are being met. Make available to the EDD staff, on request and during on-site reviews, copies of the CDSS's respective Confidentiality Statement completed by personnel assigned to work with the EDD's confidential information, and hereby made a part of this Agreement.
- f. Maintain a system of records sufficient to allow an audit of compliance with the requirements under subsection (e) of this part. Permit the EDD to make on-site inspections to ensure that the requirements of federal and state privacy, confidentiality and unemployment compensation statutes and regulations are being met including but not limited to [§1137\(a\)\(5\)\(B\) of the Social Security Act](#).

III. USAGE, DUPLICATION, AND REDISCLOSURE SAFEGUARDS

- a. Use the EDD's confidential information only for purposes specifically authorized under this Agreement. The information is not admissible as evidence in any action or special proceeding except as provided under section 1094(b) of the UIC. Section §1095(u) of the UIC does not authorize the use of the EDD's confidential information by any private collection agency.
- b. Extraction or use of the EDD information for any purpose outside the purposes stated in this Agreement is strictly prohibited. The information obtained under this Agreement shall not be


EXHIBIT E
(Interagency Agreement)

reproduced, published, sold, or released in original or any other form not specifically authorized under this Agreement.

- c. Disclosure of any of the EDD information to any person or entity not specifically authorized in this Agreement is strictly prohibited. Personnel assigned to work with the EDD's confidential information shall not reveal or divulge to any person or entity any of the confidential information provided under this Agreement except as authorized or required by law.

IV. PHYSICAL SAFEGUARDS

- a. Take precautions to ensure that only authorized personnel are given access to physical, electronic and on-line files. Store electronic and hard copy information in a place physically secure from access by unauthorized persons. Process and store information in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal, or other means.
- b. Secure and maintain any computer systems (network, hardware, and software applications) that will be used in the performance of this Agreement. This includes ensuring that all security patches, upgrades, and anti-virus updates are applied as appropriate to secure data that may be used, transmitted, or stored on such systems in the performance of this Agreement.
- c. Store all the EDD's confidential documents in a physically secure manner at all times to prevent unauthorized access.
- d. Store the EDD's confidential electronic records in a secure central computer facility. Where in-use on a shared computer system or any shared data storage system, ensure appropriate information security protections are in place. The CDSS shall ensure that appropriate security access controls, storage protections and use restrictions are in place to keep the confidential information in the strictest confidence and shall make the information available to its own personnel on a "need-to-know" basis only.
- e. Store the EDD's confidential data in encrypted format when recorded on removable electronic storage media, or on mobile computing devices such as a laptop computer.
- f. Maintain an audit trail and record data access of authorized users and authorization level of access granted to the EDD's data, based on job function.
- g. Direct all personnel permitted to use the EDD's data to avoid leaving the data displayed on their computer screens where unauthorized users may view it. Personnel should retrieve computer printouts as soon as they are generated so that the EDD's data is not left unattended in printers where unauthorized personnel may access them.
- h. Dispose of confidential information obtained from the EDD, and any copies thereof made by the CDSS, after the purpose for which the confidential information is disclosed is served. Disposal means return of the confidential information to the EDD or destruction of the information utilizing an approved method of confidential destruction, which includes electronic deletion (following Department of Defense specifications) shredding, burning, or certified or witnessed destruction.

	<p>EDD Agreement No. 0000000308 CDSS Agreement No. 22-2003 EDD/CDSS EDD Customer Code No. ATTACHMENT NO. E-1 Page 1 of 1</p>
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EMPLOYMENT DEVELOPMENT DEPARTMENT CONFIDENTIALITY AGREEMENT

Information resources maintained by the State of California Employment Development Department (EDD) and provided to your agency may be confidential or sensitive. Confidential and sensitive information are not open to the public and require special precautions to protect it from wrongful access, use, disclosure, modification, and destruction. The EDD strictly enforces information security. If you violate these provisions, you may be subject to administrative, civil, and/or criminal action.

I Gregory Nelson employee of California Department of Social Services
PRINT YOUR NAME PRINT YOUR EMPLOYER'S NAME

hereby acknowledge that the confidential and/or sensitive records of the Employment Development Department are subject to strict confidentiality requirements imposed by state and federal law include the Unemployment Insurance Code (UIC) §§1094 and 2111, the California Civil Code (CC) §1798 et seq., the California Penal Code (PC) §502, Title 5, USC §552a, Code of Federal Regulations, Title 20 part 603, and Title 18 USC §1905.

GN Acknowledge that my supervisor and/or the Contract's Confidentiality and Data Security Monitor reviewed with me the confidentiality and security requirements, policies, and administrative processes of my organization and of the EDD.

GN Acknowledge responsibility for knowing the classification of the EDD information I work with and agree to refer questions about the classification of the EDD information (public, sensitive, confidential) to the person the Contract assigns responsibility for the security and confidentiality of the EDD's data.

GN Acknowledge responsibility for knowing the privacy, confidentiality, and data security laws that apply to the EDD information I have been granted access to by my employer, including UIC §§1094 and 2111, California Government Code § 15619, CC § 1798.53, and PC § 502.

GN Acknowledge that wrongful access, use, modification, or disclosure of confidential information may be punishable as a crime and/or result in disciplinary and/or civil action taken against me—including but not limited to: reprimand, suspension without pay, salary reduction, demotion, or dismissal—and/or fines and penalties resulting from criminal prosecution or civil lawsuits, and/or termination of contract.

GN Acknowledge that wrongful access, inspection, use, or disclosure of confidential information for personal gain, curiosity, or any non-business related reason is a crime under state and federal laws.

GN Acknowledge that wrongful access, use, modification, or disclosure of confidential information is grounds for immediate termination of my organization's Contract with the EDD.

GN Agree to protect the following types of the EDD confidential and sensitive information:


- Wage Information
- Employer Information
- Claimant Information
- Tax Payer Information
- Applicant Information
- Proprietary Information
- Operational Information (manuals, guidelines, procedures)

GN Hereby agree to protect the EDD's information on either paper or electronic form by:

- Accessing or using the EDD supplied information only as specified in the Contract for the performance of the specific work I am assigned.
- Never accessing information for curiosity or personal reasons.
- Never showing or discussing sensitive or confidential information to or with anyone who does not have the need to know.
- Placing sensitive or confidential information only in approved locations.
- Never removing sensitive or confidential information from the work site without authorization.
- Following encryption requirements for all personal, sensitive, or confidential information in any portable device or media.

"I certify that I have read and initialed the confidentiality statements printed above and will abide by them."

Gregory Nelson
Print Full Name (last, first, MI)
California Department of Social Services
Print Name of Requesting Agency


Signature
4/15/2022
Date Signed

Check the appropriate box:

<input type="checkbox"/> Employee	<input type="checkbox"/> Student
<input type="checkbox"/> Subcontractor	<input type="checkbox"/> Volunteer
<input type="checkbox"/> Other	

Explain _____



EDD Agreement No. 000000308
CDSS Agreement No. 22-2003
EDD Customer Code No.E00096/E00097
EDD/CDSS
ATTACHMENT NO. E-2
Page 1 of 1

EMPLOYMENT DEVELOPMENT DEPARTMENT INDEMNITY AGREEMENT

In consideration of access to the EDD information which is personal, sensitive, or confidential,

California Department of Social Services

(Enter Requesting Agency/Entity Name)

agrees to indemnify the EDD against any and all liability costs, damages, attorney fees, and other expenses the EDD may incur by reason of or as a result of any unauthorized use of the personal, sensitive, or confidential information or any violation of the "Confidentiality Agreement" by any and all employees of:

California Department of Social Services

(Enter Requesting Agency/Entity Name)

This obligation shall be continuous and may not be changed or modified unless agreed to in writing.

In addition, I understand that the following penalties may be incurred for any such misuse of the EDD Information:

1. Any individual who has access to returns, reports, or documents maintained by the EDD who fails to protect the confidential information from being published or open to the public may be punished by imprisonment in the county jail for up to one year or a fine of \$20,000.00 or both. (Unemployment Insurance Code §§ 2111 and 2122).
2. Any person who intentionally discloses information, not otherwise public, which they knew or should have known was obtained from personal information maintained by a state agency, shall be subject to civil action for invasion of privacy by the individual to whom the information pertains. (California Civil Code §1798.53).
3. Any unauthorized access to the EDD computer data, computer systems, or unauthorized use of the EDD data is punishable by a fine or imprisonment in the county jail or both. (California Penal Code §502).

I certify that I have read, understand, and agree with the above terms.

SIGNED BY REQUESTING ENTITY REPRESENTATIVE

Aaron Knowles

Print Full Name

Aaron Knowles

Signature

Chief, Purchasing & Information Technology Section

Print Title

5-19-2022

Date Signed

California Department of Social Services

Print Name of Requesting Entity

EDD

Enter Name Governmental Sponsor/Entity

	<p>EDD Agreement No. 0000000308 CDSS Agreement No. 22-2003 EDD Customer Code No. E00096/E00097 EDD/CDSS ATTACHMENT NO. E-3 Page 1 of 1</p>
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**EMPLOYMENT DEVELOPMENT DEPARTMENT
 STATEMENT OF RESPONSIBILITY
 INFORMATION SECURITY CERTIFICATION**

We, the Information Security Officer and the Section Chief hereby certify that the CDSS has in place the safeguards and security requirements stated in this Agreement meet the requirements of sections 13400 – 13407 of the California Government Code and sections 603.9 and 603.10 of Title 20 of the Code of Federal Regulations. The CDSS therefore accepts responsibility for ensuring compliance with these requirements, as set forth in Exhibit “E” of the EDD Agreement No. 0000000308.



 SIGNATURE

 Gregory Nelson
 PRINT NAME

 Information Security Officer
 PRINT TITLE

 916-651-5551
 TELEPHONE NUMBER

 Gregory.Nelson@dss.ca.gov
 E-MAIL ADDRESS

 4/15/2022
 DATE SIGNED



 SIGNATURE

 Jennifer Espera
 PRINT NAME

 Research Data Specialist II
 PRINT TITLE

 916-651-0578
 TELEPHONE NUMBER

 Jennifer.Espera@dss.ca.gov
 E-MAIL ADDRESS

 05/25/2022
 DATE SIGNED

NOTE: Return this Information Security Certification to the EDD Contract Manager with the signed copies of the Contract.

FOR THE EDD USE ONLY

1. Information Security Certification received by:

 EDD CONTRACT MANAGER NAME

 DATE RECEIVED

2. The EDD information asset access approved by:

 CONTRACT MANAGER OR DISCLOSURE COORDINATOR

 DATE APPROVED (AFF, EMAIL, ETC.)

NOTE: The EDD must have a signed “Information Security Certification” in its possession prior to disclosure of any personal, confidential, or sensitive information to the CDSS.