

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD. 213 (Rev 06/03)

EDD AGREEMENT NUMBER M8106046	EDD CUSTOMER CODE <u>E00096/E00097</u> PROJECT/ACTIVITY CODE <u>661/090</u>
REGISTRATION NUMBER	REQUESTER AGREEMENT NUMBER 17-2031

1. This Agreement is entered into between the Agency and the State of California Contractor named below

REQUESTER AGENCY NAME

California Department of Social Services (CDSS)

STATE OF CALIFORNIA—CONTRACTOR'S NAME

Employment Development Department (EDD)

2. The term of this Agreement is: July 1, 2017 through June 30, 2022

3. The maximum amount of this Agreement is: \$199,186.91
 (One Hundred Ninety-Nine Thousand One Hundred Eighty-Six Dollars and Ninety-One Cents)

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:

Exhibit A	Scope of Work	2	Pages
Attachment No. A-1	Specifications	4	Pages
Attachment No. A-2	CDSS Project List	4	Pages
Exhibit B	Budget Detail and Payment Provisions	4	Pages
Exhibit C*	General Terms and Conditions	GIA 610	
Exhibit D	Protection of Confidentiality	3	Pages
<input checked="" type="checkbox"/> Attachment D1	Confidentiality Agreement	1	Page
<input checked="" type="checkbox"/> Attachment D3	Statement of Responsibility	1	Page
Exhibit E	Special Terms and Conditions (Attached as part of this Agreement)	2	Pages

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: www.dqs.ca.gov/ols/Resources/StandardContractLanguage.aspx.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

STATE OF CALIFORNIA CONTRACTOR

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

Employment Development Department

BY (Authorized Signature)

Melanie Meeks

DATE SIGNED (Do not type)

10/12/17

PRINTED NAME AND TITLE OF PERSON SIGNING

Melanie Meeks, Chief, Office of Procurement, Contracting & Administration

ADDRESS

722 Capitol Mall, MIC 62-C, Sacramento, CA 95814

AGENCY

AGENCY NAME

California Department of Social Services

BY (Authorized Signature)

Deborah Pearce

DATE SIGNED (Do not type)

10-17-17

PRINTED NAME AND TITLE OF PERSON SIGNING

Deborah Pearce, Chief, Contracts and Procurement Bureau

ADDRESS

744 P Street, M.S. 8-14-747, Sacramento, CA 95814

California Department of General
 Services Use Only

Exempt per
 SCM Vol 1 4.04 A.5

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 A2 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 UI claim, information to the CDSS pursuant to Section 1095(ai) of the California Unemployment Insurance Code (CUIC).

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 10533, 10540.5, 10541, 10606.1, 10609.4, 10850, 11322.63, 11525, 15204.6 of the Welfare and Institutions Code, and Section 1095(ai) of the CUIC, and Sections of 7 United States Code (USC) 2020(e)(16) and (17), 42 USC Section 611, 42 USC Section 677 of the Social Security Act.

III. Contract Representatives

1. The EDD's contact persons are:

CONTRACT NEGOTIATIONS, CONFIDENTIALITY, AND TECHNICAL ASSISTANCE

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

Phone: (916) 654-8261
Fax: (916) 654-8272
Email: Maureen.Lentz@edd.ca.gov

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FISCAL

Erlinda Matienzo or designee
Employment Development Department
Accounts Receivable Unit, MIC 70
P.O. Box 826880
Sacramento, CA 94280-0001
Phone: (916) 653-4227
Email: Erlinda.Matienzo@edd.ca.gov

2. The CDSS's contact persons are:

CONTRACT NEGOTIATIONS AND ADMINISTRATION

Brittney Gossard
California Department of Social Services
Fiscal Forecasting & Policy Branch
744 P Street, M.S. 8-14-90
Sacramento, CA 95814
Phone: (916) 654-1208
Email: Brittney.Gossard@dss.ca.gov

INVOICING AND TECHNICAL ASSISTANCE

Victor Simon
California Department of Social Services
Fiscal Forecasting & Policy Branch
744 P Street, M.S. 8-14-90
Sacramento, CA 95814
Phone: (916) 653-1168
Email: Victor.Simon@dss.ca.gov

Either party may make changes to the Contract 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**

1. The CDSS submits to the EDD, via disk, the social security numbers 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. EDD Agrees to:**

- a. Provide the CDSS with a copy of Abstract System Customer Instruction Packet.
- b. Provide a file name for 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 Office of Technology Services (OTech):
 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 files. On positive matches the EDD will provide the following EDD Abstract data files:
 1. Current Unemployment Insurance Payment History
 2. Archive Unemployment Insurance Payment History (2-4 years)
 3. Archive Unemployment Insurance Payment History (4+ years)
 4. Current Wage Abstract
 5. Archive Wage Abstract
- e. Place the "output" Abstract System files, formatted to the EDD specifications in two (2) disk data sets at OTech with the following Data Set Names (DSNs):
 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. To monitor and determine status of the data and 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.

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- g. Protect the information provided by CDSS as confidential information and will adhere to the security and confidentiality provisions outlined in Exhibit D—Protection of Confidentiality Provisions, attached hereto and made part of the Agreement for the protection of that information. The EDD will instruct all the EDD personnel assigned to work with the information provided by CDSS that this information is considered confidential information and is to be treated in the same manner as the EDD confidential material. The EDD will ensure that all the EDD personnel assigned to work with the information provided by CDSS have signed the EDD Confidentiality Statement (Attachment D1.) EDD acknowledges that the names of social services clients and applicants are confidential per Welfare and Institutions Code section 10850 and will be secured in accordance with the California State Administrative Manual (state policy) requirements.
- h. 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.ABS.ABS990.ABS.REQUESTS.E00096** (Current and Archive Wages)
 2. **EMBP.ABS.ABS990.ABS.REQUESTS.E00097** (Current and Archive UI Data)
 3. ***Add DSN for Employer Data here**
- 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 EDD.
- f. Pick up all Abstract output information from the two (2) disk data sets at OTech with the following Data Set Names (DSNs):
1. **BPEM.ABS.ABS201.ABSTRAC.X200.E00097** (Current and Archive UI Data)
 2. **BPEM.ABS.ABS953.ABSTRAC.X089.E00096** (Current and Archive Wage Data)
- g. Use the specified ABS data files only for the purpose of creating aggregate or summary level frequency distributions, tables and complex statistical analyses 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.

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- h. Comply with EDD's Data Minimization and Retention Standard (DM3) when preparing any non-confidential, aggregated, and statistical form data files or publications for public access containing EDD data.
- i. 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.
- ii. 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 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 contract.
- 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 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 D – Protection of Confidentiality Provisions; and (4) the sanctions and penalties against unauthorized use or disclosure found in the California Unemployment Insurance Code (CUIC) Sections 1094 and 2111, the California Civil Code Section 1798.55, and the California Penal Code Section 502.
- l. Oversee CDSS and contractor/subcontractor staff in their use of confidential information received from EDD.
- m. Ensure that all the CDSS personnel assigned to work with the information provided by EDD have signed the EDD Confidentiality Statement (Attachment D1. Rev 04/11/10).
- n. Adhere to security and confidentiality provisions outlined in Exhibit D, Interagency Agreement (security provisions), attached hereto and made part of the Agreement for the protection of any information exchanged between CDSS and EDD.
- o. Comply with the CUIC 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 (CUIC, §1095(u)).
- q. Cooperate with the EDD's authority to monitor this Agreement in accordance with Exhibit D, paragraph II.(e) and (f).

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- r. Comply with Title 20, Code of Federal Regulations, Section 603.7 with respect to any EDD confidential information.
- s. ***Pursuant to federal law, if 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 DSS 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 EDD or 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.

4. Disputes:

- a. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time (ten days) by the EDD and CDSS 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.

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.

IV. TERMINATION CLAUSE

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

ATTACHMENT A-2
(Interagency Agreement)

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

Current Projects/Reports

Project/Report	Description/Purpose for Use of EDD Data	Statutory Authority/ Reference to Use 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.	W&IC § 10540.5 W&IC § 10541 W&IC § 11525 42 USC § 611 W&IC § 10606.1	EDD Base Wage file, integrated into MEDS	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.	W&IC § 10850	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

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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.	W&IC § 10540.5 W&IC § 10541 W&IC § 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.	W&IC § 15204.6 42 USC § 611	EDD Base Wage File	Internal Use – program oversight	2006 - ongoing
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).	W&IC § 10540.5, 10541, 10850-10851, 11520-11521.7	EDD Base Wage File UI/DI Unemployment and Disability files.	Internal Use and Redisclosure: CDSS contracts with Los Angeles County, Monterey County, San Francisco County, Santa Cruz County, and Solano County to measure the effectiveness of Welfare-to-Work and Employment Services	2014 - Ongoing

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Project/Report	Description	Statutory Authority/Reference	Data Used	Internal Use or Re-disclosure	Timeline
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.	W&IC § 10609.4 W&IC § 11525	EDD Base Wage File	Redisclosure: CDSS contracts with UC Berkeley (CCWIP/Children's Services Archive) to meet legislative reporting requirements of Welfare and Institutions code section 10609.4.	2004 - ongoing
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.	W&IC § 10609.4 W&IC § 11525 42 USC § 677	EDD Base Wage file	Internal Use and Redisclosure: CDSS contracted with UC Berkeley and the University of Chicago to meet legislative reporting requirements of AB 12 (Chapter 559, Statutes of 2010)	2011- ongoing
SB 1041 Evaluation of CalWORKs Policy Changes and Program Redesign	Mandatory evaluation of CalWORKs work participation and outcomes under SB 1041, tracking employment outcomes (base wage earnings) over time for specific program changes. Outcomes will be measured by increase in employment and earnings. Any public reports by CDSS contain only aggregated statistical data.	W&IC § 10540.5 W&IC § 10541 W&IC § 15204.6 42 USC § 611 W&IC § 11525	EDD Base Wage File, UI Payments File	Redisclosure: CDSS contracts with RAND Corporation and its subcontracts to meet legislative reporting requirements of SB 1041 (Ch. 47, Statutes of 2012).	2013 to 2017

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Project/Report	Description	Statutory Authority/Reference	Data Used	Internal Use or Re-disclosure	Timeline
Fresno SNAP Employment & Training (E&T) Pilot Project	Evaluate the short-term and long-term impact of the SNAP E&T Pilot project on the employment rates and earnings of the Fresno sample members, as well as an analysis of the types of employers and industries that members are employed by.	UIC Section 1095(ai) Agriculture Act of 2015 (P.L. 113-79, Section 4022)	UI Data Employer Data	CDSS is contracting with Mathematica and its subcontractors to meet the FNS evaluation requirements.	2016 to 2021
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
SSI recipients	Income sources and amount	W&IC § 10606.1	EDD Base Wage File	Internal – program evaluation	2013 - ongoing
IHSS Providers	Wage data for Budget impact	W&IC § 10850	EDD Base Wage File	Internal – program evaluation	2013 - ongoing

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EXHIBIT B
(Interagency Agreement)

I. BUDGET DETAILS AND PAYMENT PROVISIONS

- a. The maximum amount of this Agreement shall not exceed One Hundred Ninety-Nine Thousand One Hundred Eighty-Six Dollars and Ninety-One Cents (\$199,186.91).
- 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 a contract, which averages \$1,500 per contract. Your agreement will be charged an administrative cost of \$75.00 per quarter for a 5-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 number of requests per product type, per quarter is:</u>	<u>Then the cost for Current Data per requested products shall be:</u>	<u>Then the cost for Archive Data per requested products shall be:</u>
1 – 250	\$.50101	\$1.00202
251 – 2,000	.12621	.25242
2,001 – 10,000	.02163	.04326
10,001 – 250,000	.00510	.0102
250,001 – 1 Million	.00146	.00146
More than 1 Million	.00121	.00121

- c. The CDSS shall be charged for the total number of products requested. Each SSN submitted may generate 1 to 11 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 828,727 SSNs for UI Abstracts and 5.64 million SSNs for Wage Abstracts, per quarter, as follows:

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EDD ABSTRACT	FORMULA		COST
UI Claim History - Current	1 product	$828,727 \times .00121 \times 20Q$	\$20,055.19
Archive UI Claim History (2-4 years)	1 product	$828,727 \times .00121 \times 20Q$	\$20,055.19
Archive UI Claim History (Over 4 years)	1 product	$828,727 \times .00121 \times 20Q$	\$20,055.19
Archive Wages	7 products	$6,100 \times .00121 \times 20Q$	\$1,033.34
Current Wages	1 product	$5,640,000 \times .00121 \times 20Q$	\$136,488.00
Administrative Fees			\$1,500.00
Total for 5-year contract			\$199,186.91

- e. The EDD Invoices will reference the EDD Agreement No. **M8106046**, the CDSS Agreement No. **17-2031** and the EDD customer codes **E00096** and **E00097**; and shall be submitted for payment to:

California Department of Social Services
Fiscal Forecasting & Policy Branch
744 P Street, M.S. 8-14-90
Sacramento, CA 95814
ATTN: Victor Simon

- f. The CDSS payment must reference the EDD Invoice Number, the EDD Agreement number **M8106046**, and the EDD customer codes **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: 10.561

CFDA Program Title: State Administrative Matching Grants for the Supplemental Nutrition Assistance Program

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

- 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.

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EXHIBIT B

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- h. Upon execution of the agreement, the EDD may email FARBContract504@dss.ca.gov to obtain appropriation information. If payment has not been received for a non-disputed invoice within 60 days of the invoice date, the EDD, in accordance with Government Code Section 11255, will provide the department with a 30-day notification via the Non-Payment email box at FARBContract504@dss.ca.gov of its intent to initiate a Transaction Request with the State Controller's Office to transfer funds from the department to the EDD. No funds will be authorized for transfer without 30-day notification to FARBContract504@dss.ca.gov.
- 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, 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, CDSS shall have the option to either cancel this Agreement with no liability occurring to 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 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.

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V. 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."

EXHIBIT D
(Interagency Agreement)

PROTECTION OF CONFIDENTIALITY

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

Both, the EDD and 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 and the CDSS' confidential information solely for purposes specifically authorized under this Agreement that meet the requirements of Title 20, Code of Federal Regulations §603.10 and Welfare and Institutions Code §10850.
- 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 EDD and 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. Except for state agencies, agree to indemnify the EDD against any loss, cost, damage or liability resulting from violations of these applicable statutes, rules and/or regulations, and Agreement information security requirements.
- e. Protect the EDD's and the CDSS' 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 and the CDSS' 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.

EXHIBIT D
(Interagency Agreement)

- g. Notify the EDD Help Desk (ISO) at (916) 654-1010 and/or the CDSS ISO at (916) 651-5558, 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 email. **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 identify responsible personnel (name, title and contact information). The verbal notification shall be followed with an email notification to InformationSecurityOffice@edd.ca.gov and/or ISO@dss.ca.gov.

II. MANAGEMENT SAFEGUARDS

- a. Acknowledge that the confidential information obtained by the EDD and the CDSS under this Agreement remains the property of the original owner, the EDD and the CDSS respectively.
- b. Instruct all personnel assigned to work with the information provided under this Agreement regarding the following:
- Confidential nature of the EDD and the CDSS information.
 - Requirements of this Agreement.
 - Sanctions specified in federal and state unemployment compensation laws, Welfare and Institutions Code §10850, and any other relevant statutes against unauthorized disclosure of confidential information provided by the EDD and the CDSS.
- c. Require that all personnel assigned to work with the information provided by the EDD and the CDSS complete the EDD Confidentiality Agreement (Attachment D1).
- d. Return the following completed documents to the EDD Contract Services Group:
- EDD Indemnity Agreement (Attachment D2): Required to be completed by the Chief Financial Officer or authorized Management Representative, unless the requester is a State Agency.
 - EDD Statement of Responsibility Information Security Certification (Attachment D3): Required to be completed by the Information Security Officer or authorized Management Representative.
- e. Permit the EDD and the CDSS to make on-site inspections to ensure that the terms of this Agreement are being met. Make available to the EDD and the CDSS staff, on request and during on-site reviews, copies of the EDD Confidentiality Agreement (Attachment D1) completed by personnel assigned to work with the EDD's and the CDSS' 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 and the CDSS 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).

III. USAGE, DUPLICATION, AND REDISCLOSURE SAFEGUARDS

- a. Use the EDD's and the CDSS' 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 California Unemployment Insurance Code (CUIC). §1095(u) of the CUIC does not authorize the use of the EDD's confidential information by any private collection agency.

Confidentiality Requirements (Spec Rev IA 03/08/16)

EXHIBIT D
(Interagency Agreement)

- b. Extraction or use of the EDD and the CDSS 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 of the EDD and the CDSS information to any person or entity not specifically authorized in this Agreement is strictly prohibited. Personnel assigned to work with the EDD's and the CDSS' 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 and the CDSS' confidential documents in a physically secure manner at all times to prevent unauthorized access.
- d. Store the EDD's and the CDSS' 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 EDD and 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 and the CDSS' 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 and the CDSS' data, based on job function.
- g. Direct all personnel permitted to use the EDD's and the CDSS' 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 and the CDSS' data is not left unattended in printers where unauthorized personnel may access them.
- h. Dispose of confidential information obtained from the EDD and the CDSS, and any copies thereof made by the EDD and/or the CDSS, after the purpose for which the confidential information is disclosed is served. Disposal means return of the confidential information to the EDD and the CDSS 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.



EDD Agreement No. M8106046
 CDSS Agreement No. 17-2031
 EDD/CDSS
 EDD Customer Code No. E00096/E00097
ATTACHMENT D1
 Page 1 of 1

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.

VICTOR SIMON
PRINT YOUR NAME

an employee of

California Department of Social Services
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 including the California 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.

[Initials] 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.

[Initials] 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.

[Initials] 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.

[Initials] 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.

[Initials] 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.

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

[Initials] 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)

[Initials] 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."

VICTOR SIMON

Print Full Name (last, first, MI)

California Department of Social Services

Print Name of Requesting Agency

[Signature]

Signature

10/18/2017

Date Signed

Check the appropriate box:



- Employee
- Subcontractor
- Other
- Student
- Volunteer

Explain

 Employment Development Department State of California	EDD Agreement No. M8106046 CDSS Agreement No. 17-2031 EDD/CDSS EDD Customer Code No. E00096/E00097 ATTACHMENT D3 Page 1 of 1
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**EMPLOYMENT DEVELOPMENT DEPARTMENT
STATEMENT OF RESPONSIBILITY
INFORMATION SECURITY CERTIFICATION**

We, the Information Security Officer and the Chief of the Financial Management and Contracts Branch, hereby certify that the California Department of Social Services has in place the safeguards and security requirements stated in this Interagency Agreement. We therefore accept responsibility for ensuring compliance with these requirements, as set forth in Exhibit "D" of the EDD Agreement No. ~~M8106046~~ ^{M8106046}.

 INFORMATION SECURITY OFFICER SIGNATURE	 PROGRAM DIRECTOR OR CHIEF INFORMATION OFFICER SIGNATURE
Lloyd Indig PRINT NAME OF INFORMATION SECURITY OFFICER	VICTOR SIMON PRINT NAME
Information Security Officer PRINT TITLE	RESEARCH PROGRAM SPECIALIST PRINT TITLE
(916) 651-5558 TELEPHONE NUMBER	916 653-1168 TELEPHONE NUMBER
Lloyd.Indig@dss.ca.gov E-MAIL ADDRESS	VICTOR.SIMON@DSS.CA.GOV E-MAIL ADDRESS
9.21.17 DATE SIGNED	10/18/2017 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 California Department of Social Services.

EXHIBIT E
(Interagency Agreement)

SPECIAL TERMS AND CONDITIONS

A. Termination Without Cause

This Agreement may be terminated without cause by either party upon 30 days written notice to the other party.

B. 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 on the Excluded Parties Listing System (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17).

C. 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 \$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.

EXHIBIT E
(Interagency Agreement)

D. A-133 Audit

Pursuant to Office of Management and Budget (OMB) Circular A-133 §.200 "Audit Requirements", non-federal entities that expend \$500,000 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 OMB Circular A-133. All OMB Circular A-133 audit reports shall meet the reporting requirements established in OMB §.320 "Report Submission" and a copy shall be forwarded to CDSS.

E. 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.