

69. Approve Memorandum of Understanding with the California Department of Social Services to provide quarterly Employment Development Department base wage data for program evaluations, and take related actions ()



## **County of Santa Cruz Board of Supervisors**

### **Agenda Item Submittal**

**From:** Human Services Department

**Subject:** Memorandum of Understanding Between the Human Services Department and the California Department of Social Services

**Meeting Date:** June 24, 2025

**Formal Title:** Approve Memorandum of Understanding with the California Department of Social Services to provide quarterly Employment Development Department base wage data for program evaluations, and take related actions

### **Recommended Actions**

1. Approve Memorandum of Understanding (MOU) with the California Department of Social Services (CDSS) to provide quarterly Employment Development Department (EDD) base wage data for program evaluations; and
2. Authorize the Director of Human Services to execute the MOU.

### **Executive Summary**

The Human Services Department (HSD) recommends the Board approve the Memorandum of Understanding (MOU) for CDSS to provide quarterly Employment Development Department (EDD) base wage data for program evaluations.

### **Discussion**

The County has been receiving quarterly EDD base wage data through an agreement with CDSS first established in 2016. Quarterly EDD base wage data can be used to better understand labor market participation of Santa Cruz County's employment services clients enrolled in programs such as California Work Opportunity and Responsibility to Kids (CalWORKs), CalFresh Employment and Training (CFET), and County General Assistance.

This MOU provides authorization for use of this confidential data solely for evaluation purposes. Specifically, the EDD base wage data enables the following program outcomes to be accurately measured:

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

Matching client data with quarterly wages provides HSD with robust employment and earnings data that can be tracked over time for specific groups of program clients. EDD quarterly base wage files are the only accessible source for tracking the earned income of clients after receiving employment or supportive services, and is considered verifiable upon receipt by CDSS for the purposes of program eligibility. This data enables HSD to measure the effectiveness of welfare programs and employment services efforts in the county, and provides valuable input into subsequent programmatic design and resource allocation decisions. Moreover, the information is a useful tool in developing caseload forecasts and adapting employment services programs in response to labor market trends. Thus, the MOU with CDSS is essential to continue receiving this data.

**Financial Impact**

There is no fiscal impact on the County associated with this MOU. The quarterly EDD base wage data is provided by CDSS and EDD at no cost to the County.

**Strategic Initiatives**

Operational Plan - Comprehensive Health & Safety

**Submitted By:**

Randy Morris, Director of Human Services

**Recommended By:**

Carlos J. Palacios, County Executive Officer

**Artificial Intelligence Acknowledgment:**

Artificial Intelligence (AI) did not significantly contribute to the development of this agenda item.

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES AND  
THE COUNTY OF SANTA CRUZ HUMAN SERVICES**

**A. Purpose**

This Memorandum of Understanding (“MOU”) is entered into by the California Department of Social Services (hereinafter referred to as “CDSS”) and the County of Santa Cruz Human Services (hereinafter referred to as “County”) for the purpose of establishing the terms, conditions, and limitations for the exchange of confidential information contained in various datasets. For the purposes of this MOU, CDSS and County may be referred to individually as the “Party” or collectively as the “Parties”.

This MOU authorizes County to receive data from the CDSS in order to conduct the program evaluations described herein.

**B. Background and Authority**

The Legal Authority for this Agreement by which the Employment Development Department (EDD) provides confidential wage and unemployment insurance claim information to the California Department of Social Services (CDSS) is pursuant to Section 1095(ai) of the California Unemployment Insurance Code (UIC), which enables federal, state, or local government departments or agencies, or their contracted agencies, subject to federal law, including the confidentiality, disclosure, and other requirements set forth in Part 603 of Title 20 of the Code of Federal Regulations, to evaluate, research, or forecast the effectiveness of public social services programs administered pursuant to Division 9 (commencing with Section 10000) of the Welfare and Institutions Code, or Part A of Subchapter IV of Chapter 7 of the federal Social Security Act (42 U.S.C. Sec. 601 et seq.), when the evaluation, research, or forecast is directly connected with, and limited to, the administration of the public social services programs.

County is to be provided access to EDD quarterly base wage files (“EDD Confidential Data”) for the sole purpose of conducting program evaluations. County shall use the EDD Confidential 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 Santa Cruz County).

**C. Scope of Data Sharing**

It is necessary for County to measure the effectiveness of welfare-to-work and employment services efforts of residents within its geographic area in order to provide valuable input into subsequent programmatic design and resource allocation decisions. Additionally, these analyses are a useful tool in developing caseload

forecasts and adapting employment services programs in response to labor market trends.

County data does not currently include any information on employment or earnings of its program recipients, and the EDD Confidential Data are the only accessible source for tracking the earned income of clients after receiving employment services. Additionally, several files produced by the EDD are the only accessible data source for tracking the employment and earnings of welfare program recipients after leaving public assistance as well as unemployment and disability payments. Matching client data with the EDD Confidential Data provides County with robust employment and earnings data that can be tracked over time for specific groups of program clients.

County may use the following data sets acquired from CDSS:

1. **EDD Base Wage File:** Quarterly wage earnings for the most recent six (6) quarters available of all persons in the relevant county, 16 years or older and who received at least one month of public assistance in that county. The data extract includes quarter date; social security number; employer account number (EAN); and quarterly earnings. The base wage file shall enable Counties 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 but would require a separate agreement.
2. **Employer Data:** This file is a subset of the Quarterly Census of Employment and Wages created by the Bureau of Labor Statistics. It contains California employer data, such as employer identification number (EIN), North American Industry Classification System (NAICS) industry classification code, employer trade name, street address, Federal Information Processing Standards (FIPS) county code, and total quarterly wages paid. Employer data is available upon special request.
3. **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 the CDSS cost review and available funds.

County will use EDD Confidential Data to enable, with respect to the content and function of the reports that County will create, the accurate measurement of the following program outcomes:

1. The number and proportion of clients with earned income;
2. The total earnings of clients and their wage progression over time;
3. The continuity of employment over time; and
4. How outcomes differ across various socioeconomic/demographic characteristics and specific employment services programs.

**D. County Responsibilities**

1. County shall provide a file to CDSS containing unduplicated client social security numbers and birth data, preferably in SAS or Excel/CSV format, in order to link administrative county data to the EDD Confidential Data.
2. County shall instruct all employees, agents, or volunteers with access to the information provided through this MOU as to the following:
  - a. The confidential nature of the EDD Confidential Data;
  - b. The requirements of Division 19 of the CDSS Manual of Policies and Procedures for the protection of confidential information provided by the CDSS or held by the County in its administration of social services;
  - c. The need to adhere to the security and confidentiality provisions outlined in Exhibit E – Protection of Confidentiality Provisions; and
  - d. Exhibit C, the EDD/CDSS Agreement.
3. Use of EDD Confidential Data shall be directly related to only the purposes discussed in this MOU.
4. **Under no circumstances shall individual client data be disclosed or used to contact individual persons. All data shall be reported in aggregate to protect client privacy. All reports shall comply with the California Health and Human Services (CHHS) Agency De-Identification Guidelines.**
5. County shall request a Project Request Review form from the CDSS Contract Contact prior to each proposed re-disclosure of the EDD Confidential Data. Once completed, County shall return the completed Project Request Review form to the CDSS Contract Contact, who will submit it to the CDSS Data Use Contact for approval. If approved, the CDSS Data Use Contact will then submit the Project Request Review to EDD for final approval. Project Request Reviews should be submitted at least ninety (90) calendar days prior to the date that County intends to begin use of EDD Confidential Data. Project Request Review approvals are only valid for the specified re-disclosure and parameters submitted and reviewed in the applicable Project Request Review form.
6. County shall include a disclaimer that credits any analyses, interpretations, or conclusions reached to the authors and not to the 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.”

7. County shall provide CDSS with a pre-publication draft of any reports ninety (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. The CDSS shall respond within ninety (90) calendar days from receipt of the pre-publication draft, thereby allowing both organizations the opportunity for resolution of any possible issues. The CDSS shall facilitate the approval process between County and EDD. Should the CDSS disagree with any part of the report, a disclaimer stating the CDSS's disagreement shall be included in the final published report.
8. County shall allow the CDSS to conduct random on-site inspections, as needed, to ensure compliance with the terms of the MOU.

#### **E. CDSS Responsibilities**

1. The CDSS shall provide the EDD Confidential Data for the purposes specified in this MOU.
2. The CDSS shall facilitate the linkage of client records provided by County to EDD base wage administrative files for this MOU. 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 and subsequent distribution to County. This linkage requires a valid social security number and date of birth for each client.

#### **F. AUTHORIZED REPRESENTATIVE:**

The authorized representatives during the term of this MOU shall be:

##### **CDSS**

##### **Data Contact:**

Cate Bird, Research Data Specialist II  
Fiscal Forecasting Branch  
744 P Street, MS 08-14-90  
Sacramento, CA 95814  
[Cate.Bird@dss.ca.gov](mailto:Cate.Bird@dss.ca.gov)  
Phone: (916) 651-1092

##### **Data Use Contact:**

Data Access Unit, Data Stewardship & Integrity Bureau  
Enterprise Data Management Branch  
744 P Street, MS 8-5-26  
Sacramento, CA 95814  
[DataAccessUnit@dss.ca.gov](mailto:DataAccessUnit@dss.ca.gov)

MOU-25-6021  
CDSS/County of Santa Cruz Human Services

Page 5 of 7

**Contract Contact:**

Sadie Webb  
CalWORKs Engagement Bureau  
744 P Street, MS 8-8-33  
Sacramento, CA 95814  
[Sadie.Webb@dss.ca.gov](mailto:Sadie.Webb@dss.ca.gov)

**County of Santa Cruz Human Services Department**

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:**

Georgia Bueoy, Information Security Officer  
1020 Emeline Avenue  
Santa Cruz, CA 95060  
(831) 454-4840  
[georgia.bueoy@santacruzcountyca.gov](mailto:georgia.bueoy@santacruzcountyca.gov)

**Program Contact:**

David Beardsley, Senior Analyst  
1000 Emeline Avenue  
Santa Cruz, CA 95060  
(831) 454-4859  
[david.beardsley@santacruzcountyca.gov](mailto:david.beardsley@santacruzcountyca.gov)

**Contract Contact:**

Erica Schwanbeck, Administrative Services Manager  
Centralized Contracting Unit  
1040 Emeline Avenue  
Santa Cruz, CA 95060  
(831) 454-4067  
[hsdccu@santacruzcountyca.gov](mailto:hsdccu@santacruzcountyca.gov)

Changes to this section do not require an amendment to this Agreement. The parties may change any of the above contacts by providing written notice to the other party within five (5) business days of the change.



**G. TERM**

This MOU shall be effective upon the signature of both the CDSS and County until terminated with 30 calendar days' written notice by either party.

**H. GENERAL PROVISIONS**

1. **Precedence.** The terms of the EDD and the CDSS agreement that provides authority and disclosure of data to this MOU shall take precedence over any conflicting terms or conditions set forth in any other part of the Agreement between County and the CDSS. Changes to the EDD and the CDSS Agreement may occur from time to time. Any such change to the EDD and CDSS Agreement will be provided to County in writing.
2. **Amendment.** This MOU may be amended by written mutual consent of the Parties.
3. **Termination.**
  - a. Termination without cause: This MOU may be terminated by either party without cause upon 30 calendar days' written notice.
  - b. Termination with cause: This MOU may be terminated immediately by either party if the terms of this MOU are violated in any manner.
  - c. Other grounds for termination: In the event that any other contract, agreement or MOU which is identified in Section B. Background and Legal Authority, above, as being related to or necessary for the performance of this MOU, terminates or expires, this MOU shall be terminated upon the effective date of the termination of that contract, agreement or MOU, even if such termination will occur with less than thirty (30) calendar days written notice. If this MOU is terminated for any reason, County shall immediately provide to the CDSS a copy of any completed and uncompleted report, writing, or other work product resulting from this MOU.
4. **Disputes.** If a dispute arises in connection with this MOU involving the interpretation, implementation, or conflicts of laws, policies and regulations, County and the CDSS will meet and attempt to resolve the problem in a manner that is allowable under the laws of the State of California.
5. **Survival.** All provisions of this MOU relating to privacy, confidentiality and information security, including Confidentiality and Security Requirements, shall survive the termination or expiration of this MOU.

MOU-25-6021  
CDSS/County of Santa Cruz Human Services

Page 7 of 7

## I. AUTHORIZED REPRESENTATIVES

By signing below, the individual certifies that it is acting as the representative of the entity named below and possesses the authority to enter into this MOU on behalf of that entity.

### AGREED:

#### CALIFORNIA DEPARTMENT OF SOCAL SERVICES

By: \_\_\_\_\_  
Sharon Hoshiyama  
Section Chief  
Grants, MOU, Child Care Direct Services

#### SANTA CRUZ HUMAN SERVICES

By: \_\_\_\_\_  
Authorized Signature


Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Division Director

DS  


5/5/2025

#### APPROVED AS TO INSURANCE:

Signed by:  
  
E1EADC5BA53B4DB...  
Risk Management

#### APPROVED AS TO FORM:

Signed by:  
  
ED318C222C994D0...  
Office of the County Counsel

5/2/2025



EDD Agreement No.22-2003/000000308A2  
 CDSS MOU Agreement No. MOU-25-6021  
 CDSS/ County of Santa Cruz Human Services  
 EDD Customer Code No. E00096/E00097  
 Exhibit E- Attachment 1  
 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.

_____ <small>PRINT YOUR NAME</small>	an employee of	_____ <small>PRINT YOUR EMPLOYER'S NAME</small>
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\_\_\_\_\_ 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 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.

\_\_\_\_\_ 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 the 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 UIC §§1094 and 2111, California Government Code § 15619, CC § 1798.53, and PC § 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 the EDD confidential and sensitive information:

<ul style="list-style-type: none"> <li>• Wage Information</li> <li>• Employer Information</li> <li>• Claimant Information</li> <li>• Tax Payer Information</li> </ul>	<ul style="list-style-type: none"> <li>• Applicant Information</li> <li>• Proprietary Information</li> <li>• Operational Information (manuals, guidelines, procedures)</li> </ul>
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\_\_\_\_\_ INITIAL 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."**

_____ 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

**The California Department of Social Services  
Confidentiality and Information Security Requirements  
State Agency/Entity - v 2022 01**

This Confidentiality and Information Security Requirements Exhibit (hereinafter referred to as “this Exhibit”) sets forth the information security and privacy requirements the State Agency/Entity as defined by the State Administrative Manual (SAM) Section 4819.2 (hereinafter referred to as “State Entity”) is obligated to follow with respect to all confidential and sensitive information (as defined herein) disclosed to or collected by State Entity, pursuant to State Entity’s Agreement (the “Agreement”) with the California Department of Social Services (hereinafter “CDSS”) in which this Exhibit is incorporated. The CDSS and State Entity desire to protect the privacy and provide for the security of CDSS Confidential, Sensitive, and/or Personal (CSP) Information (hereinafter referred to as “CDSS CSP”) in compliance with state and federal statutes, rules, and regulations.

**I. Order of Precedence.**

With respect to information security and privacy requirements for all CDSS CSP, unless specifically exempted, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the Agreement between State Entity and CDSS.

**II. Confidentiality of Information.**

**A. DEFINITIONS.**

The following definitions apply to this Exhibit and relate to CDSS Confidential, Sensitive, and/or Personal Information.

1. “Confidential Information” is information maintained by the CDSS that is exempt from disclosure under the provisions of the California Public Records Act (Government Codes Sections 7920.000 et seq.) or has restrictions on disclosure in accordance with other applicable state or federal laws.
2. “Sensitive Information” is information maintained by the CDSS, which is not confidential by definition, but requires special precautions to protect it from unauthorized access and/or modification (i.e., financial or operational information). Sensitive information is information of which the disclosure would jeopardize the integrity of the CDSS (i.e., CDSS’ fiscal resources and operations).
3. “Personal Information” is information in any medium (paper, electronic, or verbal) that alone, or in combination with other information, is linked or linkable to a specific individual in a manner that would allow a reasonable person in the community to be able to identify that individual with reasonable certainty. Personal Information includes, but is not limited to, information that identifies an individual (e.g., name, social security number,

driver's license number, home/mailling address, telephone number, financial matters with security codes, medical insurance policy number, Protected Health Information [PHI], etc.), personal characteristics that describe an individual (e.g., age, gender, race, ethnicity, language spoken, location of residence (including county), education status, financial status, physical description, sexual orientation, gender identity, medical history, employment history), and unique biometric data generated from measurements or technical analysis of human body characteristics (such as a fingerprint, retina, or iris image) used to authenticate a specific individual, but not a physical or digital photograph, unless used or stored for facial recognition purposes.

**4. "Breach" is:**

- a.** the unauthorized acquisition, access, use, or disclosure of CDSS CSP in a manner which compromises the security, confidentiality or integrity of the information; or
- b.** the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).

**5. "Information Security Incident" is:**

- a.** unauthorized access or disclosure, modification, or destruction of, or interference with, CDSS CSP that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of any state or federal law or in a manner not permitted under the Agreement between State Entity and CDSS, including this Exhibit.

**B.** CDSS CSP which may become available to State Entity as a result of the implementation of the Agreement shall be protected by State Entity from unauthorized access, use, and disclosure as described in this Exhibit.

**C.** State Entity is notified that unauthorized disclosure of CDSS CSP may be subject to civil and/or criminal penalties under state and federal law, including but not limited to:

- California Welfare and Institutions Code section 10850
- Information Practices Act - California Civil Code section 1798 et seq.
- Public Records Act - California Government Code section 7920.000 et seq.
- California Penal Code Section 502, 11140-11144, 13301-13303
- Health Insurance Portability and Accountability Act of 1996 ("HIPAA") - 45 CFR Parts 160 and 164
- Safeguarding Information for the Financial Assistance Programs - 45 CFR Part 205.50
- Unemployment Insurance Code section 14013

**D. EXCLUSIONS.**

CDSS/County of Santa Cruz Human Services Department

“Confidential Information”, “Sensitive Information”, and “Personal Information” (CDSS CSP) does not include information that

1. is or becomes generally known or available to the public other than because of a breach by State Entity of these confidentiality provisions;
2. already known to State Entity before receipt from CDSS without an obligation of confidentiality owed to CDSS;
3. provided to State Entity from a third party except where State Entity knows, or reasonably should know, that the disclosure constitutes a breach of confidentiality or a wrongful or tortious act; or
4. independently developed by State Entity without reference to the CDSS CSP.

**III. State Entity Responsibilities.**

**A. Training.**

State Entity shall instruct all employees, agents, and subcontractors with access to the CDSS CSP regarding:

1. The confidential nature of the information;
2. The civil and criminal sanctions against unauthorized access, use, or disclosure found in the California Civil Code Section 1798.55, Penal Code Section 502 and other state and federal laws; and
3. CDSS procedures for reporting actual or suspected information security incidents in Paragraph IV - Information Security Incidents and/or Breaches.

**B. Use Restrictions.**

State Entity shall take the appropriate steps to ensure that their employees, agents, and subcontractors will not intentionally seek out, read, use, or disclose the CDSS CSP other than for the purposes described in the Agreement and to meet its obligations under the Agreement.

**C. Disclosure of CDSS CSP.**

State Entity shall not disclose any individually identifiable CDSS CSP to any person other than for the purposes described in the Agreement and to meet its obligations under the Agreement.

**D. Subpoena.**

If State Entity receives a subpoena or other validly issued administrative or judicial notice requesting the disclosure of CDSS CSP, State Entity will immediately notify the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer. In no event should notification to CDSS occur more than three (3) business days after receipt by State Entity's responsible unit for handling subpoenas and court orders.

**E. Information Security Officer.**

## CDSS/County of Santa Cruz Human Services Department

State Entity shall designate an Information Security Officer to oversee its compliance with this Exhibit and to communicate with CDSS on matters concerning this Exhibit.

**F. Requests for CDSS CSP by Third Parties.**

State Entity shall promptly transmit to the CDSS Program Contract Manager all requests for disclosure of any CDSS CSP, including Public Record Act (PRA) requests, (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

**G. Documentation of Disclosures for Requests for Accounting.**

State Entity shall maintain an accurate accounting of all requests for disclosure of CDSS CSP Information and the information necessary to respond to a request for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.

**H. Return or Destruction of CDSS CSP on Expiration or Termination.**

Upon expiration or termination of the Agreement between State Entity and CDSS, or upon a date mutually agreed upon by the Parties following expiration or termination, State Entity shall return or destroy the CDSS CSP. If return or destruction is not feasible, State Entity shall provide a written explanation to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer, using the contact information in this Agreement. CDSS, in its sole discretion, will make a determination of the acceptability of the explanation and, if retention is permitted, shall inform State Entity in writing of any additional terms and conditions applicable to the retention of the CDSS CSP.

**I. Retention Required by Law.**

If required by state or federal law, State Entity may retain, after expiration or termination, CDSS CSP for the time specified as necessary to comply with the law.

**J. Obligations Continue Until Return or Destruction.**

State Entity's obligations regarding the confidentiality of CDSS CSP set forth in this Agreement, including but not limited to obligations related to responding to Public Records Act requests and subpoenas shall continue until State Entity returns or destroys the CDSS CSP or returns the CDSS CSP to CDSS; provided however, that on expiration or termination of the Agreement between State Entity and CDSS, State Entity shall not further use or disclose the CDSS CSP except as required by state or federal law.

**K. Notification of Election to Destroy CDSS CSP.**

MOU-25-6021

Page 5 of 11

CDSS/County of Santa Cruz Human Services Department

If State Entity elects to destroy the CDSS CSP, State Entity shall certify in writing, to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer, using the contact information, that the CDSS CSP has been destroyed.

**L. Personnel Management.**

Before a member of State Entity's workforce may access CDSS CSP, State Entity agrees to implement personnel practices in compliance with SAM Section 5305.4 Personnel Management.

**M. Confidentiality Acknowledgement.**

By executing this Agreement and signing Paragraph IX, CDSS Confidentiality and Security Compliance Statement, State Entity acknowledges that the information resources maintained by CDSS and provided to State Entity may be confidential, sensitive, and/or personal and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction.

**N. Confidentiality Safeguards.**

State Entity shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the CDSS CSP that it creates, receives, maintains, uses, or transmits pursuant to the Agreement and SAM Section 5300. Including at a minimum the following safeguards:

**1. Data Encryption.**

All State Entity-owned or managed laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP must be encrypted per SAM Section 5350.1 and using a FIPS 140-2, until deprecated, certified algorithm which is 128 bit or higher, such as Advanced Encryption Standard (AES). It is also recommended to encrypt other computing devices such as workstations or desktops with full disk encryption.

**2. Data Transmission Encryption.**

All data transmissions of CDSS CSP outside the secure internal network must be encrypted using a FIPS 140-2, until deprecated, certified algorithm and a Transport Layer Security (TLS) protocol version that has not deprecated to provide privacy and data integrity.

**3. Server Security.**

Servers containing unencrypted CDSS CSP must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

**4. Removable Media Devices.**



CDSS/County of Santa Cruz Human Services Department

All electronic files that contain the CDSS CSP must be encrypted when stored on any removable media or portable device. Encryption must be a FIPS 140-2, until deprecated, certified algorithm which is 128 bit or higher, such as AES.

**5. Minimum Necessary.**

Only the minimum necessary amount of the CDSS CSP required to perform necessary business functions may be copied, downloaded, or exported.

**6. Antivirus Software.**

All State Entity-owned or managed workstations, laptops, tablets, and similar devices that process and/or store CDSS CSP must install and actively use a comprehensive anti-virus software solution that complies with the State Office of Information Security (OIS) Information Management Manual (SIMM) 5355-A Endpoint Protection Standard.

**7. Patch Management.**

To correct known security vulnerabilities, State Entity shall install security patches and updates in a timely manner on all State Entity-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP as appropriate based on State Entity's risk assessment of such patches and updates, the technical requirements of State Entity's systems, and the vendor's written recommendations. If patches and updates cannot be applied in a timely manner due to hardware or software constraints, mitigating controls will be implemented based upon the results of a risk assessment.

**8. Information Security Monitoring and Auditable Events.**

For monitoring of its networks and other information assets, State Entity must comply with SAM Sections 5335 Information Security Monitoring and 5335.2 Auditable Events.

**9. Paper Document Controls.**

State Entity shall safeguard CDSS CSP in accordance with SAM Section 5365.2 Media Protection.

**10. Confidential Destruction.**

CDSS CSP must be disposed of through confidential means, such as crosscut shredding and/or pulverizing.

**IV. Information Security Incidents and/or Breaches of CDSS CSP**

**A. CDSS CSP Information Security Incidents and/or Breaches Response Responsibility.**

## CDSS/County of Santa Cruz Human Services Department

State Entity shall be responsible for facilitating the Information Security Incident and/or Breach response process as described in California Civil Code 1798.29(e) and SAM Section 5340, Information Security Incident Management, including, but not limited to, taking:

1. Prompt corrective action to mitigate the risks or damages involved with the Information Security Incident and/or Breach and to protect the operating environment; and
2. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

**B. Discovery and Notification of Information Security Incidents and/or Breaches of CDSS CSP.**

State Entity shall notify the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer of an Information Security Incident and/or Breach as expeditiously as practicable and without unreasonable delay, considering the time necessary to allow State Entity to determine the scope of the Information Security Incident and/or Breach, but no later than three (3) calendar days after the discovery of an Information Security Incident and/or Breach. Notification is to be made by telephone call and email.

**C. Investigation of Information Security Incidents and/or Breaches.**

State Entity shall promptly investigate such Information Security Incidents and/or Breaches of CDSS CSP. CDSS shall have the right to participate in the investigation of such Information Security Incidents and/or Breaches. CDSS shall also have the right to conduct its own independent investigation, and State Entity shall cooperate fully in such investigations. State Entity is not required to disclose their un-redacted confidential, proprietary, or privileged information. State Entity will keep CDSS fully informed of the results of any such investigation.

**D. Updates on Investigation.**

State Entity shall provide regular (at least once a week) email updates on the progress of the Information Security Incident and/or Breach investigation of CDSS CSP to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer until the updates are no longer needed, as mutually agreed upon between State Entity and the CDSS Information Security and Privacy Officer. State Entity is not required to disclose their un-redacted confidential, proprietary, or privileged information.

**E. Written Report.**

## CDSS/County of Santa Cruz Human Services Department

State Entity shall provide a written report of the investigation to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer within thirty (30) business days of the discovery of the Information Security Incident and/or Breach of CDSS CSP. State Entity is not required to disclose their un-redacted confidential, proprietary, or privileged information. The report shall include, but not be limited to, if known, the following:

1. State Entity point of contact information;
2. A description of what happened, including the date of the Information Security Incident and/or Breach of CDSS CSP and the date of the discovery of the Information Security Incident and/or Breach if known;
3. A description of the types of CDSS CSP that were involved, and the extent of the information involved in the Information Security Incident and/or Breach;
4. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed CDSS CSP;
5. A description of where the CDSS CSP is believed to have been improperly transmitted, sent, or utilized;
6. A description of the probable causes of the improper use or disclosure;
7. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered; and
8. A full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Incident and/or Breach of CDSS CSP.

**F. Cost of Investigation and Remediation.**

Per SAM Section 5305.8, State Entity shall be responsible for all direct and reasonable costs incurred by CDSS due to Information Security Incidents and/or Breaches of CDSS CSP resulting from State Entity's failure to perform or from negligent acts of its personnel, and resulting in the unauthorized disclosure, release, access, review or destruction, or loss, theft, or misuse of an information asset. These costs include, but are not limited to, notice and credit monitoring for twelve (12) months for impacted individuals, CDSS staff time, material costs, postage, media announcements, and other identifiable costs associated with the Information Security Incident, Breach and/or loss of data. However, in accordance with California Civil Code §1798.29 any agency that owns or licenses computerized data shall do the notification.

**V. Contact Information.**

To direct communications to the above referenced CDSS staff, State Entity shall initiate contact as indicated herein. CDSS reserves the right to make changes to the contact information below by giving written notice to State Entity. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

**CDSS Program Contract Manager**

See the Scope or Statement of Work exhibit for Program Project Representative information.

**CDSS Information Security & Privacy Officer**

California Department of Social Services  
Information Security & Privacy Officer  
744 P Street, MS 9-9-70  
Sacramento, CA 95814

Email: [iso@dss.ca.gov](mailto:iso@dss.ca.gov)  
Telephone: (916) 651-5558

**VI. Plan of Action and Milestones (POAM).**

The parties acknowledge that State Entity may have identified information security weaknesses or deficiencies where State Entity is not currently in full compliance with SAM and/or other applicable standards and/or requirements and, correspondingly, related provisions within this Exhibit. To the extent that those weaknesses or deficiencies have been identified and addressed by State Entity through the development of a POAM, the development of the POAM and the progress towards remediation of weaknesses or deficiencies on the POAM shall be deemed to be compliance with the terms of this Exhibit.

**VII. Audits and Inspections.**

CDSS may inspect and/or monitor the Contractor's system(s) or environment(s) if either contains, or is reasonably believed to contain, CDSS CSP in order to ensure compliance with physical or logical safeguards required in this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDSS Program Manager and the CDSS Information Security and Privacy Officer in writing. The fact that CDSS inspects, or fails to inspect, or has the right to inspect, does not relieve Contractor of its responsibility to comply with this Exhibit.

**VIII. Amendment.**

The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves, and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDSS CSP.

**IX. Interpretation.**

The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.

**X. CDSS Confidentiality and Security Compliance Statement****CALIFORNIA DEPARTMENT of SOCIAL SERVICES  
CONFIDENTIALITY AND SECURITY COMPLIANCE STATEMENT v 2022 01**

Information resources maintained by CDSS and provided to your entity may be confidential, sensitive, and/or personal and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction.

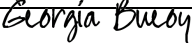
We hereby acknowledge that the confidential and/or sensitive records of the CDSS are subject to strict confidentiality requirements imposed by state and federal law, which may include, but are not limited to, the following; the California Welfare and Institutions Code §10850, Information Practices Act - California Civil Code §1798 et seq., Public Records Act - California Government Code § 7920.000 et seq., California Penal Code §502, 11140-11144, 13301-13303, Health Insurance Portability and Accountability Act of 1996 ("HIPAA") - 45 CFR Parts 160 and 164, and Safeguarding Information for the Financial Assistance Programs - 45 CFR Part 205.50. State Entity agrees to comply with the laws applicable to the CDSS CSP received.

This Confidentiality and Security Compliance Statement must be signed and returned with the Agreement.

CDSS Representative:

Name (Printed):	
Title:	
Business Name:	
Email Address:	
Phone:	
Signature:	
Date Signed:	

READ and ACKNOWLEDGED: Information Security Officer (or authorized official responsible for business' information security program)

Name (Printed):	Georgia R. Bueoy
Title:	Information Security Officer
Business Name:	Santa Cruz County Human Services Department
Email Address:	Georgia.Bueoy@santacruzcountycal.gov
Phone:	(831) 454-4840
Signature:	
Date Signed:	4/23/2023

## Certificate Of Completion

Envelope Id: F224917E-762E-450F-B90B-F243A11BE7D5

Status: Completed

Subject: Complete with Docusign: MOU CDSS Base Wage MOU-25-6021 - BOS 6/24/2025 Meeting .pdf

Source Envelope:

Document Pages: 19

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 1

HSD CCU

AutoNav: Enabled

701 Ocean Street

Envelopeld Stamping: Enabled

Santa Cruz, CA 95060

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

hsdccu@santacruzcountyca.gov

IP Address: 134.16.1.185

## Record Tracking

Status: Original

Holder: HSD CCU

Location: DocuSign

4/17/2025 4:32:11 PM

hsdccu@santacruzcountyca.gov

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: County of Santa Cruz

Location: Docusign

## Signer Events

## Signature

## Timestamp

Georgia Bueoy

Georgia.Bueoy@santacruzcountyca.gov

Security Level: Email, Account Authentication  
(None)

Signed by:

*Georgia Bueoy*  
F793DD8761746F...

Sent: 4/17/2025 4:42:49 PM

Viewed: 4/18/2025 11:44:27 AM

Signed: 4/25/2025 8:40:40 AM

Signature Adoption: Pre-selected Style

Using IP Address: 173.31.13.17

## Electronic Record and Signature Disclosure:

Accepted: 4/18/2025 11:44:27 AM

ID: 8d57a9fd-2a9a-4a1c-9a2b-608cdd974f0d

Arthur Wille

arthur.wille@santacruzcountyca.gov

County of Santa Cruz

Assistant County Counsel

Security Level: Email, Account Authentication  
(None)

Signed by:

*Arthur Wille*  
FD318C222C994D0...

Sent: 4/25/2025 8:40:41 AM

Resent: 5/2/2025 12:04:12 PM

Viewed: 5/2/2025 1:14:22 PM

Signed: 5/2/2025 1:51:59 PM

Signature Adoption: Pre-selected Style

Using IP Address: 75.194.160.49

## Electronic Record and Signature Disclosure:

Accepted: 5/2/2025 1:14:22 PM

ID: 0c155691-b806-4904-9855-fe75a4afef88

Gina Occhipinti Borasi

Gina.Borasi@santacruzcountyca.gov

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication  
(None)

Signed by:

*Gina Occhipinti Borasi*  
E4EADC5BA53B4DB...

Sent: 5/2/2025 1:52:00 PM

Viewed: 5/2/2025 4:42:41 PM

Signed: 5/2/2025 4:52:51 PM

Signature Adoption: Pre-selected Style

Using IP Address: 12.217.66.10

## Electronic Record and Signature Disclosure:

Accepted: 12/18/2023 9:38:58 AM

ID: 5f1392e5-7eb7-47e8-b6a6-baa8d5c3b8c6

George Malachowski

George.Malachowski@santacruzcountyca.gov

Division Director

County of Santa Cruz

Security Level: Email, Account Authentication  
(None)

Signed by:

*GM*

Sent: 5/2/2025 4:52:53 PM

Viewed: 5/5/2025 8:29:35 AM

Signed: 5/5/2025 8:30:22 AM

Signature Adoption: Pre-selected Style

Using IP Address: 67.180.163.96

## Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 3/7/2022 12:11:24 PM ID: 0b3023f1-efd6-4178-a56d-394a0fbfe1b7		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/17/2025 4:42:49 PM
Certified Delivered	Security Checked	5/5/2025 8:29:35 AM
Signing Complete	Security Checked	5/5/2025 8:30:22 AM
Completed	Security Checked	5/5/2025 8:30:22 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact County of Santa Cruz:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us)

### **To advise County of Santa Cruz of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from County of Santa Cruz**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with County of Santa Cruz**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.

STATE OF CALIFORNIA

**AGREEMENT SUMMARY**

STD 215 (Rev. 04/2020)

**AGREEMENT NUMBER****22-2003****AMENDMENT NUMBER****A2**☒ **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED**

1. CONTRACTOR'S NAME Employment Development Department		2. FEDERAL I.D. NUMBER Government Entity
3. AGENCY TRANSMITTING AGREEMENT California Department of Social Services	4. DIVISION, BUREAU, OR OTHER UNIT Contracts and Procurement Services Branch	5. AGENCY BILLING CODE 068665
6a. CONTRACT ANALYST NAME Jennifer Morris	6b. EMAIL Jennifer.Morris@dss.ca.gov	6c. PHONE NUMBER (916) 201-5831
7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (If Yes, enter prior Contractor Name and Agreement Number) PRIOR CONTRACTOR NAME Employment Development Department PRIOR AGREEMENT NUMBER 22-2003 A1		

## 8. BRIEF DESCRIPTION OF SERVICES

Provides authority to receive wage and unemployment insurance information on CDSS program recipients for the purposes of program oversight, budget development, and program evaluation of client outcomes.

## 9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

Amendment 2 is to allow an increase in both funding and time to continue to provide CDSS authority to receive wage and unemployment insurance information on CDSS program recipients for the purposes of program oversight, budget development, and program evaluation of client outcomes. [Amendment 1 is a zero dollar amendment to provide additional language and project information to continue to provide authority to receive wage and unemployment insurance information on CDSS program recipients for the purposes of program oversight, budget development, and program evaluation of client outcomes. ][Original: Provides authority to receive wage and unemployment insurance information on CDSS program recipients for the purposes of program oversight, budget development, and program evaluation of client outcomes.]

## 10. PAYMENT TERMS (More than one may apply)

- ☐ Monthly Flat Rate    ☐ Quarterly    ☐ One-Time Payment    ☐ Progress Payment  
☒ Itemized Invoice    ☐ Withhold \_\_\_\_\_ %    ☐ Advanced Payment Not To Exceed \_\_\_\_\_ or \_\_\_\_\_ %  
☐ Reimbursement / Revenue  
☐ Other (Explain) \_\_\_\_\_

## 11. PROJECTED EXPENDITURES

	FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
<input type="checkbox"/>	General Fund	5180-141-0001	22/23	CH 43/22	STAT 2022	(\$188.85)
<input type="checkbox"/>	Federal Fund	5180-101-0890	22/23	CH 43/22	STAT 2022	(\$4,531.14)
<input type="checkbox"/>	Federal Fund	5180-141-0890	22/23	CH 43/22	STAT 2022	(\$188.85)
<input type="checkbox"/>	General Fund	5180-001-0001	22/23	CH 43/22	STAT 2022	(\$3,851.25)
<input type="checkbox"/>	General Fund	5180-141-0001	23/24	CH 12/23	STAT 2023	\$1,049.45
<input type="checkbox"/>	Federal Fund	5180-101-0890	23/24	CH 12/23	STAT 2023	\$25,188.89
<input type="checkbox"/>	Federal Fund	5180-141-0890	23/24	CH 12/23	STAT 2023	\$1,049.46
<input type="checkbox"/>	General Fund	5180-001-0001	23/24	CH 12/23	STAT 2023	\$21,410.86
<input type="checkbox"/>	General Fund	5180-141-0001	24/25	CH 22/24	STAT 2024	\$553.65

STATE OF CALIFORNIA  
**AGREEMENT SUMMARY**

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

**22-2003**

AMENDMENT NUMBER

**A2**

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
<input type="checkbox"/> Federal Fund	5180-101-0890	24/25	CH 22/24	STAT 2024	\$13,288.70
<input type="checkbox"/> Federal Fund	5180-141-0890	24/25	CH 22/24	STAT 2024	\$553.65
<input type="checkbox"/> General Fund	5180-001-0001	24/25	CH 22/24	STAT 2024	\$11,295.56
<input type="checkbox"/> General Fund	5180-141-0001	25/26	CH /25	STAT 2025	\$1,270.35
<input type="checkbox"/> Federal Fund	5180-101-0890	25/26	CH /25	STAT 2025	\$30,490.62
<input type="checkbox"/> Federal Fund	5180-141-0890	25/26	CH /25	STAT 2025	\$1,270.34
<input type="checkbox"/> General Fund	5180-001-0001	25/26	CH /25	STAT 2025	\$25,917.37
<input type="checkbox"/> General Fund	5180-141-0001	26/27	CH /26	STAT 2026	\$1,270.35
<input type="checkbox"/> Federal Fund	5180-101-0890	26/27	CH /26	STAT 2026	\$30,490.62
<input type="checkbox"/> Federal Fund	5180-141-0890	26/27	CH /26	STAT 2026	\$1,270.34
<input type="checkbox"/> General Fund	5180-001-0001	26/27	CH /26	STAT 2026	\$25,917.37

OBJECT CODE

AGREEMENT TOTAL

**\$183,527.49**

OPTIONAL USE

AMOUNT ENCUMBERED BY THIS DOCUMENT

\$183,527.49

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT

\$113,323.36

I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

TOTAL AMOUNT ENCUMBERED TO DATE

\$296,850.85

ACCOUNTING OFFICER'S SIGNATURE

**Adriana Contreras**Digitally signed by Adriana Contreras  
Date: 2024.08.12 15:33:10 -07'00'

ACCOUNTING OFFICER'S NAME (Print or Type)

Adriana Contreras

DATE SIGNED

08/12/2024

## 12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	07/01/2022	06/30/2025	\$113,323.36	Exempt
<input type="checkbox"/> Amendment 1	07/01/2022	06/30/2025	\$0.00	Exempt
<input type="checkbox"/> Amendment 2	07/01/2022	06/30/2027	\$183,527.49	Exempt
<b>TOTAL</b>			\$296,850.85	

## 13. BIDDING METHOD USED

☐ Request for Proposal (RFP) (Attach justification if secondary method is used)☐ Use of Master Service Agreement☐ Invitation for Bid (IFB)☒ Exempt from Bidding (Give authority for exempt status)☐ Sole Source Contract (Attach STD. 821)☐ Other (Explain) SCM Vol. 2, Section 1509 - Interagency Agreement

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

## 14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

STATE OF CALIFORNIA

**AGREEMENT SUMMARY**

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

**22-2003**

AMENDMENT NUMBER

**A2**15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) *(If an amendment, sole source, or exempt, leave blank)*

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

The rates are determined as fair and reasonable and historically comparable to the prior contract and other similar contracts for similar services.

17a. JUSTIFICATION FOR CONTRACTING OUT *(Check one)*

- ☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified. ☐ Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.
- ☒ Not Applicable (Interagency / Public Works / Other \_\_\_\_\_)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

- ☒ By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

AUTHORIZED SIGNATURE

**Jennifer Morris**Digitally signed by Jennifer Morris  
Date: 2024.08.28 11:02:58 -07'00'SIGNER'S NAME *(Print or Type)*

Jennifer Morris

DATE SIGNED

08/28/2024

18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? ☐ No ☐ Yes ☒ N/A19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? ☐ No ☒ Yes ☐ N/A20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? ☐ None on file ☐ No ☐ Yes ☒ N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

A. Contractor Certification Clauses

B. STD 204 Vendor Data Record

☐ No ☐ Yes ☒ N/A☐ No ☐ Yes ☒ N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

☐ No ☐ Yes ☒ N/A

23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS?

☒ No ☐ Yes

SB/DVBE Certification Number:

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? *(If an amendment, explain changes if any)*☒ No *(Explain below)* ☐ Yes \_\_\_\_\_ % of Agreement

N/A - Interagency Agreement

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS?

☐ No ☒ Yes *(If Yes, provide justification below)*

Interagency Agreement

*I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.*

SIGNATURE

**Marissa Enos**Digitally signed by Marissa Enos  
Date: 2024.08.28 11:30:09 -07'00'NAME/TITLE *(Print or Type)*

Marissa Enos, Chief, IT Services Contracts Unit

DATE SIGNED

08/28/2024

STATE OF CALIFORNIA

**AGREEMENT SUMMARY**

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

**22-2003**

AMENDMENT NUMBER

**A2****JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60**

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

N/A - Interagency Agreement

*The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).*

SIGNATURE	NAME/TITLE(Print or Type)	DATE SIGNED	
PHONE NUMBER	STREET ADDRESS		
EMAIL	CITY	STATE	ZIP

Budget Analyst: Gurvir Sidhu  
Contracting Party: Employment Development Department (EDD)  
Contract Number: 22-2003 A2

Budget Manager: Grant Darnell  
Approval Date: 5/9/2024

COMMENTS

FUNDING INFORMATION

Contract Term: 7/1/2022 through 6/30/2027

Contract Amount: \$296,850.85

PC Bus: 5180

\* These chartfields are required if the contract is with another State Agency.

Federal SLs require CFDA coding on the GEN 944

Affiliate (Other Dept's BU):  
Fund Affiliate (Other Dept's fund):

Funding Strip															
Fund	Ref	Account	Alt Account	Activity ID	Project	Program	Reporting Structure	Service Location	ENY	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	Total
0001-General Fund	141	5432000	5432000000	00	5180561012	4270037	51809990	11610	Annual	\$819.97	\$1,766.20	\$1,270.40	\$1,270.35	\$1,270.35	\$6,397.27
0890-Federal Fund	101	5432000	5432000000	00	5180558012	4270010	51809990	21103	Annual	\$19,680.47	\$42,390.86	\$30,490.67	\$30,490.62	\$30,490.62	\$153,543.24
0890-Federal Fund	141	5432000	5432000000	00	5180561012	4270037	51809990	21610	Annual	\$819.97	\$1,766.21	\$1,270.40	\$1,270.34	\$1,270.34	\$6,397.26
0001-General Fund	001	5340330	5340330000	00	5180558011	9999	51806652	41040	Annual	\$11,808.12	\$25,434.31	\$18,294.29	\$18,294.13	\$18,294.13	\$92,124.98
0001-General Fund	001	5340330	5340330000			9999	51806652	42130	Annual	\$2,460.25	\$5,299.10	\$3,811.46	\$3,811.62	\$3,811.62	\$19,194.05
0001-General Fund	001	5340330	5340330000	00	5180658011	9999	51806652	42140	Annual	\$2,460.25	\$5,299.10	\$3,811.46	\$3,811.62	\$3,811.62	\$19,194.05
* Fund type: 0890-Federal Fund; 0001-General Fund										Total Funding	\$38,049.03	\$81,955.78	\$58,948.68	\$58,948.68	\$296,850.85



Amendments

FY 22-23														
Fund	Ref	Program	Project	Activity ID	Service Location	Original	A1	A1 Total	A2	A2 Total	A3	A3 Total	A4	A4 Total
0001-General Fund	141	4270037	5180561012	00	11610	\$1,008.82			(\$188.85)	\$819.97				
0890-Federal Fund	101	4270010	5180558012	00	21103	\$24,211.61			(\$4,531.14)	\$19,680.47				
0890-Federal Fund	141	4270037	5180561012	00	21610	\$1,008.82			(\$188.85)	\$819.97				
0001-General Fund	001	9999	5180558011	00	41040	\$14,526.97			(\$2,718.85)	\$11,808.12				
0001-General Fund	001	9999			42130	\$3,026.45			(\$566.20)	\$2,460.25				
0001-General Fund	001	9999	5180658011	00	42140	\$3,026.45			(\$566.20)	\$2,460.25				
TOTAL:						\$46,809.12			(\$8,760.09)	\$38,049.03	\$0.00	\$0.00	\$0.00	\$0.00
FY 23-24														
Fund	Ref	Program	Project	Activity ID	Service Location	Original	A1	A1 Total	A2	A2 Total	A3	A3 Total	A4	A4 Total
0001-General Fund	141	4270037			11610	\$716.75			\$1,049.45	\$1,766.20				
0890-Federal Fund	101	4270010			21103	\$17,201.97			\$25,188.89	\$42,390.86				
0890-Federal Fund	141	4270037			21610	\$716.75			\$1,049.46	\$1,766.21				
0001-General Fund	001	9999			41040	\$10,321.17			\$15,113.14	\$25,434.31				
0001-General Fund	001	9999			42130	\$2,150.24			\$3,148.86	\$5,299.10				
0001-General Fund	001	9999			42140	\$2,150.24			\$3,148.86	\$5,299.10				
TOTAL:						\$33,257.12	\$0.00	\$0.00	\$48,698.66	\$81,955.78	\$0.00	\$0.00	\$0.00	\$0.00
FY 24-25														
Fund	Ref	Program	Project	Activity ID	Service Location	Original	A1	A1 Total	A2	A2 Total	A3	A3 Total	A4	A4 Total
0001-General Fund	141	4270037	5180561012	00	11610	\$716.75			\$553.65	\$1,270.40				
0890-Federal Fund	101	4270010	5180558012	00	21103	\$17,201.97			\$13,288.70	\$30,490.67				
0890-Federal Fund	141	4270037	5180561012	00	21610	\$716.75			\$553.65	\$1,270.40				
0001-General Fund	001	9999	5180558011	00	41040	\$10,321.17			\$7,973.12	\$18,294.29				
0001-General Fund	001	9999			42130	\$2,150.24			\$1,661.22	\$3,811.46				
0001-General Fund	001	9999	5180658011	00	42140	\$2,150.24			\$1,661.22	\$3,811.46				
TOTAL:						\$33,257.12	\$0.00	\$0.00	\$25,691.56	\$58,948.68	\$0.00	\$0.00	\$0.00	\$0.00
FY 25-26														
Fund	Ref	Program	Project	Activity ID	Service Location	Original	A1	A1 Total	A2	A2 Total	A3	A3 Total	A4	A4 Total
0001-General Fund	141	4270037			11610				\$1,270.35	\$1,270.35				
0890-Federal Fund	101	4270010			21103				\$30,490.62	\$30,490.62				
0890-Federal Fund	141	4270037			21610				\$1,270.34	\$1,270.34				
0001-General Fund	001	9999			41040				\$18,294.13	\$18,294.13				
0001-General Fund	001	9999			42130				\$3,811.62	\$3,811.62				
0001-General Fund	001	9999			42140				\$3,811.62	\$3,811.62				
TOTAL:						\$0.00	\$0.00	\$0.00	\$58,948.68	\$58,948.68	\$0.00	\$0.00	\$0.00	\$0.00
FY 26-27														
Fund	Ref	Program	Project	Activity ID	Service Location	Original	A1	A1 Total	A2	A2 Total	A3	A3 Total	A4	A4 Total
0001-General Fund	141	4270037			11610				\$1,270.35	\$1,270.35				
0890-Federal Fund	101	4270010			21103				\$30,490.62	\$30,490.62				
0890-Federal Fund	141	4270037			21610				\$1,270.34	\$1,270.34				
0001-General Fund	001	9999			41040				\$18,294.13	\$18,294.13				
0001-General Fund	001	9999			42130				\$3,811.62	\$3,811.62				
0001-General Fund	001	9999			42140				\$3,811.62	\$3,811.62				
TOTAL:						\$0.00	\$0.00	\$0.00	\$58,948.68	\$58,948.68	\$0.00	\$0.00	\$0.00	\$0.00

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 16 PAGES

AGREEMENT NUMBER

22-2003/000000308

AMENDMENT NUMBER

A2

Purchasing Authority Number

DSS-5180

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

Employment Development Department

2. The term of this Agreement is:

START DATE

July 1, 2022

THROUGH END DATE

June 30, 2027

3. The maximum amount of this Agreement after this Amendment is:

\$296,850.85 (Two Hundred Ninety-Six Thousand Eight Hundred Fifty Dollars and Eighty-Five Cents)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

EXHIBIT TITLE and PAGES

Revised Exhibit A - Scope of Work, 2 Pages.

Revised Attachment A-1, Specifications, 4 Pages.

Revised Attachment A-2, Project List, 6 Pages.

Revised Exhibit B, Budget Details and Payment Provisions, 4 Pages.

A. Exhibit A - Scope of Work, is amended to reflect the update in the end term date from June 30, 2025 to June 30, 2027 and CDSS Contact Persons.

B. Attachment A-1 - Specifications, is amended to reflect expounded language under Section I. Methodology regarding generated products.

C. Attachment A-2 - Project List, is amended to reflect expounded language on page 6 of the document.

D. Exhibit B, Budget Details and Payment Provisions, is amended to reflect the increase of the maximum total amount from \$113,323.36 to \$296,850.85 and the verbiage change from CDSS to EDD Data Recipient.

E. The effective date for this amendment is upon approval by the Department of Social Services.

*All other terms and conditions shall remain the same.**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, MIC 62-C

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Lauren Prizmich

TITLE

Chief, Office of Procurement, Contracting &amp; Admin

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

8/28/2024

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 16 PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
22-2003/000000308	A2	DSS-5180

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME				
California Department of Social Services				
CONTRACTING AGENCY ADDRESS		CITY	STATE	ZIP
744 P Street, MS 9-6-747		Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING		TITLE		
Marissa Enos		Chief, IT Services Contracts Unit		
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED		
<i>Marissa Enos</i>		8/28/2024		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (If Applicable)		
		PAAL: DSS-5180		

**REVISED 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, 18997.1 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. Term Dates**

**The term of the agreement is July 1, 2022 through June 30, 2027.**

**REVISED EXHIBIT A**  
*(Interagency Agreement)*

**IV. 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](mailto:Mason.Moulay@edd.ca.gov)  
cc: [ISOPrivacyDisclosureUnit@edd.ca.gov](mailto:ISOPrivacyDisclosureUnit@edd.ca.gov)

**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**

~~Nai Saephan~~ **Kirstin Sibaila**  
California Department of Social Services  
744 P Street, MS 8-5-26  
Sacramento, CA 95814  
Phone: (916) 653-1826  
Email: [DataAccessUnit@dss.ca.gov](mailto:DataAccessUnit@dss.ca.gov)

**FISCAL MATTERS**

Mayra Macias  
California Department of Social Services  
744 P Street, MS 8-5-26  
Sacramento, CA 95814  
Phone: (916) 653-1826  
Email: [DataAccessUnit@dss.ca.gov](mailto:DataAccessUnit@dss.ca.gov)

**CONFIDENTIALITY AND DATA SECURITY ASSIGNMENTS**

Data Security and Integrity:	<u>Gregory Nelson Internal</u>
Distribution of the EDD products:	<u><del>Jennifer Espera</del> <b>Cate Bird</b></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.

**REVISED 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 Code **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 the total number of SSN products requested. ~~transactions searched.~~ **Each SSN submitted may generate 1 to 26 products, depending on the types of ABS reports requested.**

**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.ABS963.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.

**REVISED 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)
  - j. 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.
  - k. 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 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. 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.

**REVISED ATTACHMENT A-1***(Interagency Agreement)*

- h. Comply with the 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.
  - i. The 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. The 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 received 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 CDSS Confidentiality Statement.
- n. Adhere to security and confidentiality provisions outlined in Exhibit E, Interagency Agreement (security provisions), 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)).
- q. Cooperate with the EDD's authority to monitor this Agreement in accordance with Exhibit E, paragraph II.(e) and (f).



**REVISED ATTACHMENT A-1***(Interagency Agreement)*

- 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.

**REVISED 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
<b>CalWORKs Adult Recipient Earnings by Quarter</b>	Measure overall employment success of adult recipients by county and statewide. Tracks employment statistics over time and the effects of CalWORKs 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
<b>Budget Development</b>	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

**REVISED 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
<b>Semi-Annual and Annual CalWORKs reporting changes</b>	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
<b>Pay-For-Performance Measures #1 and #3</b>	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

**REVISED ATTACHMENT A-2**  
*(Interagency Agreement)*

Project/Report	Description	Statutory Authority/Reference to Use Data	Data Used	Internal Use or Re-disclosure	Timeline
<b>County Welfare Departments – Evaluate Employment Programs’ Effectiveness</b>	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 Redisclosure: 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
<b>California Child Welfare Indicators Project /California Children’s Services Archive</b>	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	Redisclosure: 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

**REVISED ATTACHMENT A-2**  
*(Interagency Agreement)*

Project/Report	Description	Statutory Authority/Reference to Use Data	Data Used	Internal Use or Re-disclosure	Timeline
<b>Extended Foster Care Exit Outcomes (AB 12)</b>	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
<b>CalFresh E&amp;T Federal Reporting Measures</b>	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 and Redisclosure: Re-disclosure will only be in aggregate format to the federal government. Redisclosure to counties will only be aggregate format and only for counties with more than 15 participants.	2017 - ongoing
<b>Understanding Utilization Across Safety Net Programs</b>	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

**REVISED ATTACHMENT A-2**  
*(Interagency Agreement)*

Project/Report	Description	Statutory Authority/Reference to Use Data	Data Used	Internal Use or Re-disclosure	Timeline
<b>Mobility Through CalFresh and CalWORKs</b>	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
<b>Home Visiting Program (HVP) Evaluation</b>	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
<b>Racial Equity in Service Delivery</b>	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



**REVISED 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).~~ **Two Hundred Ninety-Six Thousand Eight Hundred Fifty Dollars and Eighty-Five Cents (\$296,850.85).**

- FY 22/23 - \$46,802.46 **\$38,049.03**
- FY 23/24 - \$33,250.45 **\$81,955.78**
- FY 24/25 - \$33,250.45 **\$58,948.68**
- **FY 25/26 - \$58,948.68**
- **FY 26/27 - \$58,948.68**

- 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 **EDD Data Recipient** 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 ~~8752.9210~~ and ~~8752.19211~~ 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 <b>Current Data</b> and <b>Archive Wages</b> per requested product shall be:</u>	<u>Then the cost for <b>Archive UI/DI Data</b> per requested product shall be:</u>
<del>1—250</del>	<del>\$ .50101</del>	<del>\$1.00202</del>
<del>251—2,000</del>	<del>0.12621</del>	<del>0.25242</del>
<del>2,001—10,000</del>	<del>0.02163</del>	<del>0.04326</del>
<del>10,001—250,000</del>	<del>0.00510</del>	<del>0.0102</del>
<del>250,001—1 Million</del>	<del>0.00146</del>	<del>0.00146</del>
<del>More than 1 Million</del>	<del>0.00121</del>	<del>0.00121</del>

- **\$0.00121 per product charge**

- c. The CDSS **EDD Data Recipient** shall be charged for the total number of products requested. Each SSN submitted may generate 1 to ~~526~~ products, depending on the types of ABS reports requested.



**REVISED EXHIBIT B**  
*(Interagency Agreement)*

- 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:

EDD ABSTRACT	FORMULA	COST
<b>Fiscal Year 2022/2023</b>		<b>\$38,049.03</b>
<b>Charge moved from Fiscal Year 22/23 to 23/24</b>		<b>\$9,455.10</b>
Current Wages	1 product 6,504,000 x .00121 x <b>1642Q</b>	\$94,438.08 <b>\$125,917.44</b>
UI Claim History - Current	1 product 10,000 x .00121 x <b>1642Q</b>	\$145.20 <b>\$193.60.</b>
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 <b>(1 product per quarter of data)</b>	1 product 254,000 x .00121 x <b>1642Q x 22 # Archive Q</b>	\$3,688.08 <b>\$108,183.68</b>
Administrative Fees		\$1,500.00
<b>Total for 3-year contract</b>		\$113,323.36 <b>\$296,850.85</b>

- e. The EDD Invoices will reference the EDD Agreement No. **0000000308 Am. 2** 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](mailto:DataAccessUnit@dss.ca.gov)

- f. The **EDD Data Recipient** CDSS payment must reference the EDD Invoice Number, the EDD Agreement number **0000000308 Am. 2**, 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**

**REVISED EXHIBIT B**  
*(Interagency Agreement)*

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.

- ~~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 **EDD Data Recipient** 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 **EDD Data Recipient** CDSS to the EDD.

For the purpose of transferring funds, the **EDD Data Recipient** 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 **EDD Data Recipient** 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 **EDD Data Recipient** CDSS shall have no liability to

**REVISED EXHIBIT B**  
*(Interagency Agreement)*

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 **EDD Data Recipient** CDSS shall have the option to either cancel this Agreement with no liability occurring to the **EDD Data** Recipient 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 **EDD Data Recipient** 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 **EDD Data Recipient** 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 **EDD Data Recipient** 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."