

STANDARD AGREEMENT

Customer Code: E00073
Project Code/Activity Code: 661-805

AGREEMENT NUMBER M485148
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1. This Agreement is entered into between the State Agency and the Contractor named below
STATE AGENCY'S NAME
Employment Development Department (EDD)
CONTRACTOR'S NAME
County of San Mateo Revenue Services
2. The term of this Agreement is: **July 1, 2003 through June 30, 2006**
3. The maximum amount of this Agreement is: **\$5,500.00 (Five Thousand Five Hundred and No Cents)**
(FY 03-04: \$1,833.33; FY 04-05: \$1,833.33; FY 05-06: \$1,833.34)
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work	1 Page
Attachment A-1, Specifications	1 Page
Exhibit B – Payment Provisions	2 Pages
* Exhibit C – General Terms and Conditions	GTC 103 1/1/03 (Number) (Dated)
Exhibit D – Special Terms and Conditions	2 Pages
Attachment D-1, Confidentiality Statement	1 Page

*View at www.ols.dgs.ca.gov/Standard+Language/default.htm

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

CONTRACTOR		California Department of General Services Use Only
<small>CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)</small> County of San Mateo Revenue Services		
<small>BY (Authorized Signature)</small>	<small>DATE SIGNED(Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> Rose Jacobs-Gibson, President Board of Supervisors		
<small>ADDRESS</small> P.O. Box 2999 Redwood City, CA 94064-2999		
STATE OF CALIFORNIA		
<small>AGENCY NAME</small> EMPLOYMENT DEVELOPMENT DEPARTMENT		
<small>BY (Authorized Signature)</small>	<small>DATE SIGNED(Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> Sheri S. Huber, Chief, Procurement Section		
<small>ADDRESS</small> 800 Capitol Mall, MIC 62-C Sacramento, CA 95814		
		<input type="checkbox"/> Exempt per: _____

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Purpose

This Agreement is entered into by and between the Employment Development Department, hereinafter referred to as EDD, and the County of San Mateo Revenue Services, hereinafter referred to as the County.

This Agreement is established for the purpose of EDD producing and providing the County with wage, claim, and employer address data as specified herein. The County shall use the EDD information to assist in the collection of: 1) CalWorks program and Food Stamp program overpayments, as part of the administration of public social services; and 2) County expenditures for medical assistance services rendered.

2. Legal Authority

EDD shall make this information available to the County pursuant to Sections 1095 (f) and (h) of the California Unemployment Insurance Code (CUIC).

The County shall request and use the specified information pursuant to Sections (f) and (h) of the CUIC, and the provisions of Part 5 (commencing with Section 17000) of Division 9 of the Welfare and Institutions Code.

3. Contract Representatives

a. The EDD contract monitor shall be:

Aileen Douglas or designee
Information Security Office
Employment Development Department
P.O. Box 826880, MIC 33
Sacramento, CA 94280-0001
Phone: (916) 654-9381
Fax: (916) 654-8272

b. The County contact person shall be:

Girdie Bernard, Manager
Revenue Services
County of San Mateo
P. O. Box 2999
Redwood City, CA 94064-2999
Phone: (650) 363-4171
Fax: (650) 363-4850

ATTACHMENT A-1

(Standard Agreement)

SPECIFICATIONS

1. EDD'S Responsibilities

- a. EDD shall prepare and forward to the County, on tape cartridge (*IBM 3480/3490*), the following EDD abstracts for those individuals whose SSNs have been forwarded to EDD by the County under the assigned customer code (E00073):

1. Current Wage and Claim Abstract (DE 507)
2. Employer Address (DE 4989)

- b. EDD shall forward cartridges to the County at:

Girdie Bernard, Manager
Revenue Services
County of San Mateo
P. O. Box 2999
Redwood City, CA 94064-2999
Phone: (650) 363-4171
Fax: (650) 363-4850

2. The County's Responsibilities

- a. The County shall forward to EDD approximately 6,600 SSNs per quarter via tape cartridge (*IBM 3480/3490*.) The cartridges shall be mailed or delivered to:

State of California
Employment Development Department
800 Capitol Mall, Room 1226
Sacramento, CA 95814
Attn: ABS Desk, MIC 58-2.

- b. The County shall request the abstract(s) authorized in this Agreement on an as needed basis, during the period specified herein.
- c. The County shall only submit requests for wage, claim, and employer address data to EDD under this Agreement only for the following purposes:
1. As representative for the Department of Public Social Services, to enable the collection of CalWorks program and Food Stamp program overpayments, as part of the administration of public social services pursuant to division 9 (commencing with Section 10000) of the Welfare and Institutions Code and Section 1095 (f) of the CUIC.
 2. As representative for the Department of Public Social Services, to enable for the collection of the County's expenditures for medical assistance services rendered pursuant to Part 5 (commencing with Section 17000) of Division 9 of the WIC, as authorized by Section 1095 (h) of the CUIC.

**EXHIBIT B
 (Standard Agreement)**

PAYMENT PROVISIONS

1. 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 County shall reimburse EDD the total amount due, based on the following transactions rate structure plus administrative costs for contracting:

Requested Products Rate Structure

The rate structure consists of:

- \$15.00 (fifteen dollars) set-up charge for each tape submitted; and
- \$5.00 (five dollar) charge per quarter for archive wage material searched; and
- The following rate chart will apply:

If the cumulative number of requested products per quarter is:	Current Wage & Claim data (1 product)	Employer Address (1 product)	Set-up Charge (3x per Q)
1 - 250	\$.50101	\$1.00202	\$1.00202
251 - 2,000	.12621	.25242	.25242
2,001 - 10,000	.02163	.04326	.04326
10,001 - 250,000	.00510	.0102	.0102
250,001 - 1 Million	.00146	.00146	.00146
More than 1 Million	.00121	.00121	.00021

Each social security number submitted may generate up to 2 products, depending on the types of information requested. The County shall be charged for the total number of products requested. The maximum amount of this contract has been computed, based on 6,600 SSNs per quarter, accordingly:

Current Wage & Claim data (1 product):	6,600 x 1 x \$.02163 x 4Q x 3 yrs	= \$ 1,713.10
Employer Address (1 product):	6,600 x 1 x \$.02163 x 4Q x 3 yrs	= \$ 1,713.10
Set-up Charge (3x per Q):	3 x \$ 15.00 x 4Q x 3 yrs	= \$ 540.00
Administrative Costs for 3 years		= \$ 1,500.00
	Total Maximum for 3 year Contract	\$ 5,466.20

(Rounded to \$5,500.00 for fiscal year breakdown purposes; \$1,833.33 per year for three years)

Costs for this Agreement shall be computed in accordance with State Administrative Manual Sections 8752 and 8752.1.

Administrative Costs for Contracting

The administrative costs for contracting include the costs for development, processing, and maintenance of a contract, which averages \$1,500 per contract. Your contract will be charged an administrative cost of \$125.00 per quarter for a 3-year contract.

EXHIBIT B
(Standard Agreement)

2. The invoice must reference the EDD Contract Number M485148 and the EDD Customer Code E00073 and shall be submitted to:

Beverly Evans
Revenue Services
County of San Mateo
P. O. Box 2999
Redwood City, CA 94064-2999
Phone: (650) 363-4150
Fax: (650) 363-4850

3. Payment must reference the EDD Contract Number M485148 the EDD Customer Code E00073 and be submitted to:

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

4. Payment will be made in accordance with, and within the time specified in, Government Code, Chapter 4.5, commencing with Section 927.
5. 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.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **DISPUTES:** In the event of a dispute between Contractor and the EDD over any part of this Agreement, the dispute may be submitted to non-binding arbitration upon the consent of both parties. An election for arbitration pursuant to this provision shall not preclude either party from pursuing any remedy for relief otherwise available.
5. **TERMINATION:** This Agreement may be terminated by either party by giving written notice 30 days prior to the effective date of such termination.
6. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.
7. **TIMELINESS:** Time is of the essence in this Agreement.
8. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be effected thereby.
9. **RESOLUTION:** A county, city district, or other local public body must provide EDD with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law has authority to enter into an agreement, authorizing execution of the agreement.
10. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D
(Standard Agreement)

11. PROTECTION OF CONFIDENTIALITY

Information maintained by the EDD may be confidential or sensitive. Confidential information is information which identifies an individual or an employing unit. Sensitive information may be financial or operational information that requires the maintenance of its integrity and assurance of its accuracy and completeness. Confidential and sensitive information are not open to the public and require special precautions to protect it from unauthorized use, disclosure, modification, and destruction.

It is agreed that the County shall:

- a. Keep all EDD information furnished by the EDD in the strictest confidence, and shall make the information available to its own employees only on a "need-to-know" basis as provided in the Agreement.
- b. Use the information only for purposes specifically authorized under this Agreement.
- c. Not disclose any individually identifiable EDD information to any person outside its own staff. There is no provision in the Agreement for redisclosing information.
- d. Unemployment Insurance Code section 1095(t) prohibits a private collection agency from using any EDD information Contractor obtains under this Agreement. Therefore, nothing in this Contract shall be construed to authorize or permit a private collection agency to use EDD information for any purpose. Contractor is prohibited from subcontracting with a private collection agency or entering into any type of agreement with a private collection agency to perform any of Contractor's duties under this Contract. Violation of this paragraph will be a basis for terminating this Agreement.
- e. Store EDD information in a place physically secure from access by unauthorized persons. Information in electronic format, such as magnetic tapes or discs, shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal or other means.
- f. Destroy all individually identifiable EDD information when its use ends utilizing an approved method of confidential destruction, which includes: shredding, burning, or certified or witnessed destruction. Magnetic tapes or cartridges are to be destroyed or returned to EDD.
- g. Permit EDD to make on-site inspections to ensure that the terms of this Agreement are being met.
- h. Instruct all employees with access to the information furnished by EDD regarding: (1) the confidential nature of the information, and (2) the sanctions against unauthorized use or disclosures found in the California Unemployment Insurance Code Section 2111, the California Civil Code Section 1798.55, and the Penal Code Section 502.
- i. Gerdie Bernard will be the County employee responsible for the security and confidentiality of the data provided by EDD, as well as the dissemination of the data, and will immediately notify EDD in writing of any designee changes.
- j. Require that all County staff with access to EDD's confidential information sign Confidentiality Statements (Attachment C-1). These statements are to be retained by the County and made available to EDD staff during onsite inspections.

12. ACCURACY ASSESSMENT

- a. The information in the EDD's files is reported to the EDD by individual employers and claimants. Since the EDD is not the originator of the data disclosed, the EDD cannot guarantee the accuracy of the data.

ATTACHMENT D-1

Confidentiality Statement

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 unauthorized 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.

- Wage Information
- Employer Information
- Claimant Information
- Tax Payer Information
- Applicant Information
- Proprietary Information
- Operational Information (instructional manuals)

You agree to protect EDD's Information Resources by:

- Accessing or modifying EDD supplied information only as specified in the Contract.
- 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 your work site without authorization.

You have a responsibility to know the classification of the information you are working with. Refer any questions about the classification of the EDD client information (public, sensitive, confidential) to the Contractor's staff person responsible for security and confidentiality of the EDD data.

Unauthorized access, use, modification, or disclosure of confidential information is a crime under state and federal laws, including but not limited to §1798.20 et seq. of the California Civil Code; § 502 of the California Penal Code; and § 2111 of the California Unemployment Insurance Code. The penalties for unauthorized access, use, modification, or disclosure may include any or all of the following:

- Civil action—*fines and/or dismissal*
- Criminal—*fines and/or incarceration*
- Administrative—*loss of employment, salary reduction or demotion*

You are reminded that these guidelines are designed to protect everyone's right to privacy, including your own.

"I certify that I have read the confidentiality statement printed above. I further certify and understand that unauthorized 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."

Print Full Name (last, first, MI)

Signature

Print Governmental Agency (Project Sponsor)

Date Signed

County of San Mateo Revenue Services

Check the appropriate box:

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

Print Employer/Contractor Name

Explain

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.