

STATE OF CALIFORNIA
STANDARD AGREEMENT

EDD CUSTOMER CODE: E00073

PROJECT/ACTIVITY CODE 661/805

AGREEMENT NUMBER

M761178

REGISTRATION NUMBER

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

REQUESTER AGENCY NAME

County of San Mateo Revenue Services

STATE OF CALIFORNIA—CONTRACTOR AGENCY NAME

Employment Development Department

2. The term of this Agreement is: July 1, 2006 through June 30, 2009

3. The maximum amount of this Agreement is: Five Thousand Four Hundred Sixty Six Dollars and Twenty Cents (\$5,466.20)

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

Exhibit A	Scope of Work	2	Pages
Attachment No. A-1	Specifications	2	Pages
Exhibit B	Budget Detail and Payment Provisions	2	Pages
Exhibit C	General Terms and Conditions	1	Page
<input checked="" type="checkbox"/> Exhibit D	Special Confidentiality Terms and Conditions (Attached hereto as part of this agreement)	2	Page
<input checked="" type="checkbox"/> Attachment No. D-1	Confidentiality Agreement	1	Page
<input checked="" type="checkbox"/> Attachment No. D-2	Indemnity Agreement	1	Page

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

STATE OF CALIFORNIA CONTRACTOR

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

Employment Development Department

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Rose Liu, Manager, Contract Services Group

ADDRESS

P.O. Box 826880, MIC 62-C
Sacramento, CA 94280-0001

AGENCY

AGENCY NAME

County of San Mateo Revenue Services

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Jerry Hill, President Board of Supervisors

ADDRESS

P. O. Box 2999
Redwood City, CA 94064-2999

California Department of General Services Use Only

Exempt per:

EXHIBIT A

(Standard Agreement)

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 Requester. It sets forth the terms and conditions for the release and use of EDD's confidential information.

SCOPE OF WORK

I. Purpose

This Agreement is established for the purpose of EDD producing and providing the Requester with wage, claim, and employer address data as specified herein. The Requester agrees to use the confidential information provided by EDD under this Agreement to assist in the collection of: 1) CalWorks program and food Stamp program overpayments, as part of the administration of public social services; 2) county expenditures for medical assistance services rendered; and 3) restitution, fines, penalties, assessments and fees owed to the county or state by any person who has been directed by state mandate or court order.

II. Legal Authority

EDD shall make this information available to the Requester pursuant to the provisions of Section 1095(f), (h), and (n)(1) of the California Unemployment Insurance Code (CUIC).

The Requester shall request and use the specified information in accordance with the provisions of Part 5 (commencing with Section 17000) of Division 9 of the Welfare and Institutions Code; and Section 1095(f), (h), and (n)(1) of the CUIC.

III. Contract Representatives

1. EDD's contact persons are:

CONTRACT NEGOTIATIONS, CONFIDENTIALITY, AND TECHNICAL ASSISTANCE

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

Telephone: (916) 654-9381
Fax: (916) 654-8272
Email: adouglas@edd.ca.gov

FISCAL

Angela Yu, or Designee
Accounts Receivable Unit
Employment Development Department
P.O. Box 826217, MIC 70
Sacramento, CA 94230-6217

Telephone: (916) 653-4227
Email: Ayu0@edd.ca.gov

EXHIBIT A
(Standard Agreement)

2. Requester contact persons are:

CONTRACT NEGOTIATIONS

Gerdie Bernard, Manager
Revenue Services
County of San Mateo
P. O. Box 2999
Redwood City, CA 94064-2999

Telephone: (650) 363-4171
Fax: (650) 363-4850

CONFIDENTIALITY & DATA SECURITY

Gerdie Bernard, Manager
Revenue Services
County of San Mateo
P. O. Box 2999
Redwood City, CA 94064-2999

Telephone: (650) 363-4171
Fax: (650) 363-4850

FISCAL

Beverly Evans
Revenue Services
County of San Mateo
P. O. Box 2999
Redwood City, CA 94064-2999

Telephone: (650) 363-4150
Fax: (650) 363-4850

IV. Termination Clause

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

V. Disputes, Arbitration

In the event of a dispute between EDD and the Requester over any part of this Agreement, the dispute may be submitted to non-binding arbitration upon the consent of both EDD and the Requester. An election for arbitration pursuant to this provision shall not preclude either party from pursuing any remedy of relief otherwise available.

VI. Accuracy Assessment

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

ATTACHMENT "A-1" *(Standard Agreement)*

SPECIFICATIONS

I. METHODOLOGY

1. The Requester completes and submits data requests on tape cartridge (IBM 3480/3490) for those individuals who have been directed by state mandate or court order to pay restitution, fines, penalties, assessments, and fees owed to the Requester.
2. EDD key enters the Social Security Numbers (SSNs) submitted by the Requester.
 - a. On matching records EDD produces the abstract reports authorized under this agreement and mails them to the attention of Requester staff person responsible for internal distribution of EDD's confidential information.
 - b. EDD does not process unreadable SSNs
3. On a quarterly basis EDD invoices the Requester for all SSN transactions key entered.

II. RESPONSIBILITIES

1. EDD Agrees to:

- a. Provide an initial supply of the tape transmittal form to the Requester.
- b. Use the SSNs provided by the Requester on tape cartridge, under the assigned customer code **E00073**, to search EDD files. On positive matches EDD will provide and provide the following EDD Abstract reports:
 - (1) Wage and Claim Abstract (DE 507)
 - (2) Employer Address (DE 4989)
- c. Mail the ABS reports to the Requester's staff person responsible for the security, confidentiality, and dissemination of EDD's confidential information to other Requester staff:

Name and Title: Gerdie Bernard, Manager
Agency Name: County of San Mateo Revenue Services
Mailing Address: P. O. Box 2999
Redwood City, CA 94064-2999

2. The Requester Agrees to:

- a) Request only the EDD information specifically authorized under this Agreement.
- b) Use the specified ABS reports only for the following purposes:
 - i. 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 CUIA
 - ii. As representative for the Department of Public Social Services, to enable for the collection of the County's expenditures for medical assistance services rendered

ATTACHMENT "A-1" (Standard Agreement)

pursuant to Part 5 (commencing with Section 17000) of Division 9 of the WIC, as authorized by Section 1095 (h) of the CUIC.

- iii. To assist the county in the collection money owed to the county or the state by any person who has been directed by state mandate or court order to pay restitution, fines, penalties, assessments, or fees as a result of violation of law pursuant to Section 1095 (f), (h), and (n)(1) of the CUIC.
- c) Request the abstract(s) authorized in this Agreement under EDD Customer Code: **E00073**, on an as needed basis. Mail the forms completed to EDD specifications to:

State Of California
Employment Development Department
800 Capitol Mall, Room 1226
Sacramento, CA 95814

Attn: ABS Desk, MIC 58-2.
- d) Comply with the Unemployment Insurance Code 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.
- e) The Requester 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 requester's duties under this Contract. The Unemployment Insurance Code section 1095(t) prohibits a private collection agency from using any EDD information requester obtains under this Contract. Therefore, nothing in this Contract shall be construed to authorize or permit a private collection agency to use EDD information for any purpose. Violation of this paragraph will be a basis for terminating the Contract.
- f) Dispose of EDD's confidential information using an approved method of confidential destruction.
- g) The Requester shall not release EDD's confidential information to any other public or private entity without EDD's prior written consent.
- h) Cooperate with EDD's authority to monitor this Agreement in accordance with Exhibit D, paragraph IV. (e).

EXHIBIT "B"
 (Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

- a. The maximum amount of this Agreement shall not exceed Five Thousand Four Hundred and Sixty Six Dollars and Twenty Cents (\$5,466.20).
- 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 Requester shall reimburse EDD the total amount due, based on the following product rate structure:

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 for the tape Abstract Process:

If the cumulative number of requested products per quarter is:	Then the cost for <u>Current Data</u> per requested products shall be:	Then the cost for <u>Archive Data</u> per requested shall be:	
		UI / DI	Wage
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

- c. The Requester shall be charged for the total number of products requested. Each SSN submitted may generate 1 to 2 products, depending on the types of ABS reports requested.
- d. The maximum amount of this contract has been computed, based on an estimated 6,600 SSNs per quarter, as follows:

EDD ABSTRACT	FORMULA	COST
Current Wage & Claim Data (DE 507)	(1 product) 6,600 x \$.02163 x 4Q x 3 yrs=	\$1,713.10
Employer Address Data (DE 4989)	(1 product) 6,600 x \$.02163 x 4Q x 3 yrs=	\$1,713.10
Set up Fee (tape/cartridge)	\$15.00 x 3 x 4Q x 3 yrs	\$540.00
Administrative Fees		\$1,500.00
Total for 3-year contract		\$5,466.20

EXHIBIT "B"
(Standard Agreement)

- e. EDD Invoices will reference the EDD Contract No. **M761178** and EDD customer code **E00073**; and shall be submitted for payment 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

- f. The Requester payment must reference the EDD Invoice Number, EDD contract number **M761178**, and the customer code **E00073**; and be submitted to:

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

- 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. 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.
- i. It is mutually understood between the parties that this contract 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 contract were executed after that determination was made.
- j. This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the Fiscal Year(s) covered by this contract for the purposes of this program. In Addition, this contract 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 contract in any manner.
- k. The parties agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

EXHIBIT C
(Standard Agreement)

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. Requester 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 Requester, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **TIMELINESS:** Time is of the essence in this Agreement.
5. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
6. **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 affected thereby.
7. **AMERICANS WITH DISABILITIES ACT:** Requester 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.)
8. **RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
9. **INDEMNIFICATION:** The Requester 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.

EXHIBIT D
(Standard Agreement)

PROTECTION OF CONFIDENTIALITY

Information maintained by EDD is classified confidential or sensitive. Confidential information is information that 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 loss and unauthorized use, disclosure, modification, or destruction. The confidential information obtained under this Agreement remains the property of EDD. The Requester, agrees to the following security and confidentiality requirements:

ADMINISTRATIVE SAFEGUARDS

- a. Adopt policies and procedures to ensure that information obtained from EDD is used solely as provided for in this Agreement.
- b. Warrant by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, EDD shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability.
- c. Warrant and certify that in the performance of this Agreement the Requester will comply with all applicable statutes, rules, and/or regulations. Agree to indemnify the EDD against any loss, cost, damage or liability resulting from Requester violations of this provision. Including but not limited to confidentiality requirements outlined in the California Unemployment Insurance Code, §1094 and the California Civil Code §1798 et. seq.
- d. Protect EDD's information against unauthorized access, at all times, in all forms of media. The information obtained under this Agreement will be used exclusively under provisions set forth in this Agreement and provided by the California Unemployment Insurance Code.
- e. Keep all EDD confidential information completely confidential. Make this information available to authorized staff on a "need-to-know" basis and only for the purposes authorized under this Agreement. "Need to know" refers to those authorized employees who need information to perform their official duties in connection with the uses of the information authorized by this Agreement.
- f. Notify the EDD immediately upon discovery that there may have been a breach in security which has or may have resulted in compromise to the confidential information. For purposes of this section, immediately is defined within 24 hours of discovery. The Notification must describe the incident in detail and identify responsible staff (name, title and contact information).
- g. Assign security and confidentiality responsibilities for EDD's information to the person (s) named below and in Exhibit A of this Agreement. Immediately notify EDD in writing of any designee changes.

AGENCY	EMPLOYEE NAME	CONTACT INFORMATION
County of San Mateo Revenue Services	Gerdie Bernard	(650) 363-4171

USAGE, DUPLICATION, AND REDISCLOSURE SAFEGUARDS

- a. Use the confidential information only for purposes specifically authorized under this Agreement. Pursuant to California Unemployment Insurance Code §1094(b), use of EDD's confidential information as evidence in any legal court proceeding, for taxation, or enforcement purposes is prohibited. Pursuant to California Unemployment Insurance Code, §1095(t), use of EDD's confidential information by private collection agencies is strictly prohibited.
- b. Use and/or extraction of the EDD information for any purpose outside the purposes stated in this Agreement is strictly prohibited. The information obtained under this Agreement shall not be reproduced, published, sold or released in original or any other form. Making paper or electronic copies of the information provided by EDD for use within or outside the Requester's office is strictly prohibited.

- c. Disclosures of any individually identifiable EDD information to any person outside the Requester's own staff is strictly prohibited. Except as authorized or required by law, the Requester shall not reveal or divulge to any person or entity any of the confidential information provided by EDD during the term of this Agreement.

III. PHYSICAL SAFEGUARDS

- a. 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.
- b. Secure and maintain any computer systems (hardware and software applications) that will be used in the performance of this Agreement. This includes ensuring that all security patches, upgrades, and anti-virus updates are applied as appropriate to secure data that may used, transmitted or stored on such systems in the performance of this Agreement.
- c. Avoid saving EDD's data to a computer hard drive or any other shared information system. If the data is saved to a local server it must be encrypted, and should be stored in a separate directory from other data maintained by the SPR. Access to this directory must be restricted to authorized staff assigned to work with the EDD data. If recorded on magnetic media with other data, it should be protected as if it were in its entirety EDD data. However, such commingling of data resources should be avoided, if practicable.
- d. At no time will EDD confidential data be placed on an individual PC or laptop or storage media of any kind unless the data is fully encrypted.
- e. Maintain a record of authorized users and authorization level of access granted to EDD's data, based on job function.
- f. Direct all personnel permitted to use EDD's data to avoid leaving the data displayed on their computer screens where unauthorized users may view it. Users should retrieve computer printouts as soon as they are generated so that the EDD data is not left unattended in printers where unauthorized users may access them.
- g. Destroy all individually identifiable EDD information when its use ends utilizing an approved method of confidential destruction, which includes electronic deletion (following Department of Defense specifications) shredding, burning, or certified or witnessed destruction.

IV. MANAGEMENT SAFEGUARDS

- a. Instruct all employees with access to the information furnished by EDD regarding the:
 - Confidential nature of the information, and of
 - Sanctions against unauthorized use or disclosures found in the California Penal Code, §502, California Unemployment Insurance Code, §1094 and §2111, and the California Civil Code, §1798.53.
- b. Obtain a signed Confidentiality Agreement (Attachment D-1) and an Indemnity Agreement (Attachment D-2) from each employee assigned to work with EDD' confidential information data, attesting to being made aware of the confidential nature of the information and of the penalties for unauthorized use or disclosure thereof.
- c. Require completion of Confidentiality and Indemnity Agreements of all new personnel assigned to work with the information provided by EDD during the term of this Agreement.
- d. Make copies of the completed forms available to EDD staff on request and during on-site reviews. The completed Confidentiality and Indemnity Agreements are hereby made a part of this Agreement.
- e. Permit EDD to make on-site inspections to ensure that the terms of this Agreement are being met.



Confidentiality Agreement

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

I _____ An employee of _____ County of San Mateo Revenue Services
PRINT YOUR NAME PRINT YOUR EMPLOYER'S NAME

hereby acknowledge that the confidential and/or sensitive records of the Employment Development Department are subject to strict confidentiality requirements imposed by state and federal law include the Unemployment Insurance Code Sections 1094 and 2111, the Civil Code Section 1798 et seq., the Penal Code Section 502, and Code of Federal Regulations, Title 28 part 603.

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

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

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

I _____ 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.

I _____ 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.

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

- I _____ agree to protect the following types of EDD confidential and sensitive information:
- Wage Information
 - Employer Information
 - Claimant Information
 - Tax Payer Information
 - Applicant Information
 - Proprietary Information
 - Operational Information (instructional manuals)

- I _____ hereby agree to protect EDD's information on either paper or electronic form by:
- Accessing or using EDD supplied information only as specified in the Contract for the performance of the specific work I am assigned.
 - Never accessing information for curiosity or personal reasons.
 - Never showing or discussing sensitive or confidential information to or with anyone who does not have the need to know.
 - Placing sensitive or confidential information only in approved locations.
 - Never removing sensitive or confidential information from the work site without authorization.

"I certify that I have read and initialed the confidentiality statements printed above."

Print Full Name (last, first, MI)
County of San Mateo Revenue Services

Print Name of Governmental Agency

Print Name of Contractor and/or Subcontractor

Signature

Date Signed
Check the appropriate box:
 Employee Student
 Subcontractor Volunteer
 Other

Explain



Indemnity Agreement

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

County of San Mateo Revenue Services

(Enter Requesting Agency/Entity Name)

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

Statement" by:

(Enter name of staff person authorized to access EDD's information)

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

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

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

I certify that I have read and understand the Indemnity Agreement printed above.

Print Full Name (last, first, MI)

Signature

Position and Title

Print Name of Contractor and/or Subcontractor

County of San Mateo Revenue Services

Print Name of Governmental Agency

Date Signed

Check the appropriate box:

- Employee Subcontractor Student Volunteer Other _____

(Explain)