

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Treasurer-Tax Collector

BOARD AGENDA # *B-2

Urgent

Routine

AGENDA DATE May 10, 2011

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Authorize the Treasurer/Tax Collector to Enter into an Agreement with the State of California Employment Development Department for Wage, Claim, Employer, and Client Address Data to Enhance Revenue Recovery Services

STAFF RECOMMENDATIONS:

Authorize the Treasurer/Tax Collector to sign an Agreement with the State of California Employment Development Department for the period of July 1, 2011 through June 30, 2014.

FISCAL IMPACT:

Based on the projected volume of requests, costs for this agreement are projected at \$4,952 per year for a total for this three-year agreement of \$14,856. Average collections due to judgements derived from the State of California Employment Development Department information are approximately \$300,000 per year.

BOARD ACTION AS FOLLOWS:

No. 2011-279

On motion of Supervisor O'Brien, Seconded by Supervisor DeMartini

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Authorize the Treasurer/Tax Collector to Enter into an Agreement with the State of California Employment Development Department for Wage, Claim, Employer, and Client Address Data to Enhance Revenue Recovery Services

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DISCUSSION:

The Treasurer/Tax Collector has used information from the Employment Development Department to enhance collections for the past 15 years. The contract is renewed every three years. The existing contract expires on June 30, 2011.

The State of California Employment Development Department data is extremely helpful in locating working debtors and enabling the Revenue Recovery Division staff to service judgments to increase writs of attachments to wages. With a decrease in voluntary payments due to the economic downturn, this tool has proven valuable in maintaining our revenue.

POLICY ISSUES:

Approval of this agenda item will support the Board's priority of Efficient Delivery of Public Services.

STAFFING IMPACTS:

There is no staffing impact associated with this agenda item.

CONTACT PERSON:

Gordon B. Ford, Treasurer-Tax Collector. Telephone: 525-4463

AGREEMENT NUMBER

M282001

REGISTRATION NUMBER

970483

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

REQUESTER AGENCY NAME

Stanislaus County, Office of Treasurer and Tax Collector

STATE OF CALIFORNIA—CONTRACTOR AGENCY NAME

Employment Development Department

2. The term of this Agreement is: July 1, 2011 through June 30, 2014

3. The maximum amount of this Agreement is: \$14,856.00 (Fourteen Thousand Eight Hundred Fifty Six Dollars and Zero Cents)

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

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

*These documents can be viewed at *View at www.ols.dgs.ca.gov/Standard+Language

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

Amy Rodriguez, Manager, Contract Services Group

ADDRESS

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

AGENCY

AGENCY NAME

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Gordon B. Ford, Treasurer Tax Collector

ADDRESS

P.O. Box 859, Modesto, CA 95353

California Department of
General Services Use Only

Exempt per:
DGS Exemption Letter
No.54.3

EXHIBIT A

(Standard Agreement)

This Agreement is entered into by and between the Employment Development Department hereinafter referred to as EDD, and the and the Stanislaus County, Office of Treasurer and Tax Collector, 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

The EDD agrees to provide confidential employer address, wage and claim information to the Requester. The Requester agrees to use the confidential information provided by EDD for the purpose of (1) enabling the collection for the Requester's expenditures for medical assistance services rendered; and (2) assisting in the collection of money owed to the Requester 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 a violation of law.

II. Legal Authority

EDD shall make this information available to the Requester pursuant to of Sections 1095(h) and 1095(n) (1) of the California Unemployment Insurance Code (CUIC)

The Requester shall request and use the specified information pursuant to Section 1463.007 of the California Penal Code and Sections 1095(h) and 1095(n) (1) of the California Unemployment Insurance Code (CUIC).

III. Contract Representatives

1. EDD's contact persons are:

CONTRACT NEGOTIATIONS, CONFIDENTIALITY, AND TECHNICAL ASSISTANCE

Ronnie Mitchell
Employment Development Department
Information Security Office, MIC 33
P.O. Box 826880
Sacramento, CA 94280-0001

Tel: (916) 654-8263
Email: rmitchell@aedd.ca.gov

FISCAL

Chris Tam or designee
Employment Development Department
Accounts Receivable Unit, MIC 70
P.O. Box 826880
Sacramento, CA 94280-0001

Tel: (916) 653-4227
Email: ctam@edd.ca.gov

EXHIBIT A
(Standard Agreement)

2. Requester contact persons are:

**CONTRACT NEGOTIATIONS ,
ADMINISTRATION & FISCAL MATTERS/
CONFIDENTIALITY AND DATA SECURITY
ASSIGNMENTS**

Audrey Henry
Stanislaus County, Office of the Treasurer &
Tax Collector
P.O. Box 859
Modesto, CA 95353
Phone: (209) 525-4465
henrya@stancounty.com

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

IV. 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: OFFICE OF TECHNOLOGY SERVICES (OTECH) SECURE FILE TRANSFER SERVICE (SFT)

1. Stanislaus County, Office of the Treasurer & Tax Collector submits a request for wages file following EDD specifications through the Secure File Transfer (SFT) service hosted by the California Office of Technology Services (OTech) under Customer Code **E00146** for those individuals who have been directed by State or court order to pay restitution, fines, penalties, assessments, or fees as a result of a violation of law.
2. EDD retrieves and processes the Social Security Numbers (SSN) submitted by Stanislaus County, Office of the Treasurer & Tax Collector.
3. On matching records EDD produces the data files authorized under this agreement under Customer Code **E00146** and submits the data files to the attention of Stanislaus County, Office of the Treasurer & Tax Collector through the SFT system.
4. Stanislaus County, Office of the Treasurer & Tax Collector retrieves the output data files from the SFT system within seven (7) days of transfer.
5. On a quarterly basis EDD invoices Stanislaus County, Office of the Treasurer & Tax Collector for all SSN transactions submitted and the cost of the SFT account.

II. RESPONSIBILITIES

A. EDD Agrees to:

1. Set up a Basic User Account and password under Customer Code **E00146** for Stanislaus County, Office of the Treasurer & Tax Collector to access the OTech SFT system.
2. Assign copies of the OTech SFT Basic User Manual and the EDD Abstract System Customer Instruction Packet to Audry Henry to assist Stanislaus County, Office of the Treasurer & Tax Collector in the implementation of the SFT process.
3. Provide User Account administration to reset password, unlock user account, and/or modify user account. To request User Account support submit an email message to:

rmitchell@edd.ca.gov
4. Retrieve the Stanislaus County, Office of the Treasurer & Tax Collector input file from the SFT temporary file storage repository on a daily basis and run the input file against EDD databases.
5. Provide Stanislaus County, Office of the Treasurer & Tax Collector the following Abstract data files for those individuals whose submitted social security numbers match EDD records:
 - Wage and Claim Abstract (DE 507)
 - Employer Address (DE 4989)
 - Client Address
 - Disability Insurance (DI) Claim History (Up to 2 years old)

6. Transfer the response data file to Stanislaus County, Office of the Treasurer & Tax Collector, through the SFT system under the output DSN:

Wages:	em_abs_abs220_curwage_abs00146
Employer Address:	em_abs_abs260_empladr_abs00146
UI/DI Claim:	em_abs_abs200_abstrac_abs00146

7. Retain the output data file for a period of seven (7) calendar days in the SFT temporary file repository. On the 8th day, the data file is automatically deleted.
8. Invoice Stanislaus County, Office of the Treasurer & Tax Collector on a quarterly basis for all SSN transactions submitted and SFT account cost.

B. Stanislaus County, Office of the Treasurer & Tax Collector Agrees to:

1. Establish a new password at first logon to the Basic User Account established under Customer Code **E00146** for Stanislaus County, Office of the Treasurer & Tax Collector to access the OTech SFT system.
2. Follow the following SFT Password Policy syntactical requirements:
 - The password must contain at least 8 characters.
 - At least one of the characters must be a number.
 - At least one of the characters must be a symbol (for example: !@#\$%).
 - At least one of the characters must be an uppercase alpha character.
3. Change the Basic User Account password every 90 days. A limit of five attempts to enter the password is allowed after which the account will be locked. To request User Account support submit an email message to:
 - **rmitchell@edd.ca.gov**
4. Create the request for wages file, following EDD specifications, for those individuals whose social security number have been forwarded under this Customer Code.
5. Request the file(s) authorized in this Agreement on an as needed basis during the period specified herein. The number of requests (SSNs) shall not exceed 1,000,000 (one million) SSNs on any daily cycle. Requests exceeding 1,000,000 SSNs will process the first 1,000,000 SSNs only. SSNs in excess of 1,000,000 will be discarded and Stanislaus County, Office of the Treasurer & Tax Collector will need to resubmit in a future cycle.
6. Upload the request file into the SFT temporary file storage repository, on an as needed basis, under the input DSN:
em_abs_abs010_absreq_abs00146
7. Retrieve the response data file from the SFT temporary file storage repository within seven (7) calendar days from submission. On the 8th day, the data file is automatically deleted.
8. Use the EDD information to:
 - Assist in the collection of money owed to the county or 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 a violation of law.

9. 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.
10. Use the information provided by EDD only as specifically authorized under this agreement. The Unemployment Insurance Code section 1095(t) prohibits a private collection agency from using any EDD information obtained 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.
11. Dispose of EDD's confidential information using an approved method of confidential destruction.
12. Stanislaus County, Office of the Treasurer & Tax Collector shall not release EDD's confidential information to any other public or private entity without EDD's prior written consent.
13. Cooperate with EDD's authority to monitor this Agreement in accordance with Exhibit D, Section II, Sections (d) and (f).
14. **Pursuant to federal law, if Stanislaus County, Office of the Treasurer & Tax Collector 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 Stanislaus County, Office of the Treasurer & Tax Collector shall surrender to 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).**

III. ACCURACY ASSESSMENT

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

EXHIBIT B
 (Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

- a. The maximum amount of this Agreement shall not exceed Fourteen Thousand Eight Hundred Fifty Six Dollars and Zero Cents (\$14,856.00).
- 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, Stanislaus County, Office of Treasurer and Tax Collector shall reimburse EDD the total amount due, based on the following product rate structure:

Requested Products Rate Structure

The rate structure consists of:

- \$16.00 per month SFT Account Fee
- \$15.00 (fifteen dollars) set-up charge for each request submitted; and
- The following rate chart will apply for the SFT 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 products 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. Stanislaus County, Office of Treasurer and Tax Collector shall be charged for the total number of products requested. Each SSN submitted may generate up to four products, depending on the types of ABS reports requested.
- d. The maximum amount of this contract has been computed, based on an estimated 50,000 SSNs per quarter, as follows:

EDD ABSTRACT	FORMULA	COST
Current Wage & Claim Data (DE 507)	(1 product) 50,000 x \$.00510 x4Q x 3 yrs=	\$3,060.00
Employer Address (DE 4989)	(1 product) 50,000 x \$.00510 x4Q x 3 yrs=	\$3,060.00
Client Address	(1 product) 50,000 x \$.00510 x4Q x 3 yrs=	\$3,060.00
Current Disability Insurance	(1 product) 50,000 x \$.00510 x4Q x 3 yrs=	\$3,060.00
Administrative Fees		\$1,500.00
SFT Account Fee	\$16.00 x 12 months x 3 yrs	\$576.00
Set-up charge per request	\$15.00 x 12 months x 3 yrs	\$540.00
Total for 3-year contract		\$14,856.00

EXHIBIT B
(Standard Agreement)

- e. EDD Invoices will reference the EDD Contract No. **M282001** and EDD customer code **E00146**; and shall be submitted for payment to:

Gordon Ford, Treasurer/Tax Collector or designee
Stanislaus County, Office of Treasurer and Tax Collector
P.O. Box 859
Modesto, CA 95353
Phone: (209) 525-4463

- f. The Stanislaus County, Office of Treasurer and Tax Collector payment must reference the EDD Invoice Number, EDD contract number **M282001**, and the customer code **E00146**; 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.

TERMINATION CLAUSE

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

EXHIBIT D

(Standard Agreement)

PROTECTION OF CONFIDENTIALITY

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

I. ADMINISTRATIVE SAFEGUARDS

- a. Adopt policies and procedures to ensure use of EDD's confidential information solely for purposes specifically authorized under this Agreement that meets the requirements of Title 20, Code of Federal Regulations §603.10.
- b. Warrant by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee. In the event of a breach or violation of this warranty, EDD shall have the right to annul this Agreement without liability, in addition to other remedies provided by law.
- c. Warrant and certify that in the performance of this Agreement you will comply with all applicable statutes, rules, and/or regulations and Agreement information security requirements, including but not limited to the following:
 - Unemployment Insurance Code §1094 (Disclosure Prohibitions)
 - Title 20, Code of Federal Regulations §603.9 and §603.10 (Federal Unemployment Compensation Safeguards and Security Requirements)
 - Civil Code §1798, et seq. (Information Practices Act)
 - Penal Code §502 (Computer Fraud Act)
 - Title 5, U.S. Code §552a (Federal Privacy Act Disclosure Restrictions)
 - Title 18, U.S. Code §1905 (Disclosure of Confidential Information)
 - Title 42, U.S. Code §503 (Social Security Act)
- d. Except for State Agencies, agree to indemnify the EDD against any loss, cost, damage or liability resulting from violations of these applicable statutes, rules and/or regulations and Agreement information security requirements.
- e. Protect EDD's information against unauthorized access, at all times, in all forms of media. Access and use the information obtained under this Agreement only to the extent necessary to assist in the valid administrative needs of the program receiving such information and only for the purposes defined in this Agreement;
- f. Keep all EDD confidential information completely confidential. Make this information available to authorized personnel on a "need-to-know" basis and only for the purposes authorized under this Agreement. "Need to know" refers to those authorized personnel who need information to perform their official duties in connection with the uses of the information authorized by this Agreement
- g. Notify the EDD immediately upon discovery that there may have been a breach in security which has or may have resulted in compromise to the confidential information. For purposes of this section, immediately is defined within 24 hours of discovery of the breach. The notification must describe the incident in detail and identify responsible personnel (name, title and contact information).

Exhibit D (Standard Agreement)

II. MANAGEMENT SAFEGUARDS

- a. Acknowledge that the confidential information obtained by the Requester under this Agreement remains the property of EDD.
- b. Instruct all personnel assigned to work with the information provided under this Agreement regarding the:
 - Confidential nature of the EDD information,
 - Requirements of this Agreement, and
 - Sanctions specified in federal and state unemployment compensation laws and of any other relevant statutes against unauthorized disclosure of confidential information provided by EDD.
- c. Require completion of the following documents as specified:
 - **State Agencies:**
 - Employment Development Department Confidentiality Agreement (Attachment D1): Required to be completed by all personnel assigned to work with the information provided by EDD.
 - Employment Development Department Statement of Responsibility Information Security Certification (Attachment D3): Required to be completed by the Information Security Officer or authorized Management Representative.
 - **State Agency Contractors and Subcontractors:**
 - Employment Development Department Confidentiality Agreement (Attachment D1): Required to be completed by all personnel assigned to work with the information provided by EDD.
 - Employment Development Department Indemnity Agreement (Attachment D2): Required to be completed by Chief Financial Officer or authorized Management Representative.
 - Employment Development Department Statement of Responsibility Information Security Certification (Attachment D3): Required to be completed by the Information Security Officer or authorized Management Representative.
 - **All other Public and Private Requesters:**
 - Employment Development Department Confidentiality Agreement (Attachment D1): Required to be completed by all personnel assigned to work with the information provided by EDD.
 - Employment Development Department Indemnity Agreement (Attachment D2): Required to be completed by Chief Financial Officer or authorized Management Representative.
 - Employment Development Department Statement of Responsibility Information Security Certification (Attachment D3): Required to be completed by the Information Security Officer or authorized Management Representative.

EXHIBIT D

(Standard Agreement)

- d. Permit EDD to make on-site inspections to ensure that the terms of this Agreement are being met. Make available to EDD staff, on request and during on-site reviews, copies of the Employment Development Department Confidentiality Agreement (Attachment D1) completed by personnel assigned to work with EDD's confidential information and hereby made a part of this Agreement
- e. Return the required Employment Development Indemnity Agreement (Attachment D2) and/or the Employment Development Department Statement of Responsibility Information Security Certification (Attachment D3) with the signed contract to the EDD-Contract Services Manager.
- f. Maintain a system of records sufficient to allow an audit of compliance with the requirements under subsection (d) of this part. Permit EDD to make on-site inspections to ensure that the requirements of federal and state privacy, confidentiality and unemployment compensation statutes and regulations are being met including but not limited to Social Security Act §1137(a)(5)(B).

III. USAGE, DUPLICATION, AND REDISCLOSURE SAFEGUARDS

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

IV. PHYSICAL SAFEGUARDS

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

Exhibit D

(Standard Agreement)

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



Confidentiality Agreement

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

_____ an employee of Stanislaus County, Office of the Treasurer & Tax Collector
PRINT YOUR NAME PRINT YOUR EMPLOYER'S NAME

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

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

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

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

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

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

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

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

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

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

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

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

 Print Full Name (last, first, MI)
 Stanislaus County, Office of the Treasurer & Tax Collector.

 Print Name of Requesting Agency

 Signature

 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



Indemnity Agreement

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

Stanislaus County, Office of the Treasurer & Tax Collector

(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 and 2122).
2. Any person who intentionally discloses information, not otherwise public, which they knew or should have known was obtained from personal information maintained by a state agency, shall be subject to civil action for invasion of privacy by the individual to whom the information pertains. (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)

Stanislaus County, Office of the Treasurer & Tax Collector

Print Name of Requesting Agency

Signature

Date Signed

Check the appropriate box:

- Employee Student
 Subcontractor Volunteer
 Other

Explain



Statement of Responsibility

Information Security Certification

We, the Information Security Officer and Gordon B. Ford hereby certify that Stanislaus County, Office of the Treasurer & Tax Collector has in place the safeguards and security requirements stated in this Interagency Agreement. We therefore accept responsibility for ensuring compliance with these requirements, as set forth in Exhibit "D" of EDD Contract No. M282001.

_____ INFORMATION SECURITY OFFICER SIGNATURE	_____ PROGRAM DIRECTOR OR CHIEF INFORMATION OFFICER SIGNATURE
Audrey Henry	Gordon B. Ford
_____ PRINT NAME OF INFORMATION SECURITY OFFICER	_____ PRINT NAME
Information Security Officer	Treasurer Tax Collector
_____ PRINT TITLE	_____ PRINT TITLE
_____ TELEPHONE NUMBER	_____ TELEPHONE NUMBER
_____ E-MAIL ADDRESS	_____ E-MAIL ADDRESS
_____ DATE SIGNED	_____ DATE SIGNED

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

FOR EDD USE ONLY

1. Information Security Certification received by:

_____ EDD CONTRACT MANAGER NAME	_____ DATE RECEIVED
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2. EDD information asset access approved by:

_____ CONTRACT MANAGER OR DISCLOSURE COORDINATOR	_____ DATE APPROVED (AFF, EMAIL, ETC.)
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NOTE: EDD must have a signed "Information Security Certification" in its possession prior to disclosure of any personal, confidential, or sensitive information to the Requester Agency