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

DEPT: Treasurer Tax Collector   BOARD AGENDA #:   *B-5

AGENDA DATE: April 25, 2017

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

BOARD ACTION AS FOLLOWS:

No. 2017-204

On motion of Supervisor _Withrow_____ , Seconded by Supervisor _Monteith_____
and approved by the following vote,
Ayes: Supervisors: Olsen, Withrow, Monteith, DeMartini, and Chairman Chiesa_____
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:

ATTEST: ELIZABETH A. KING, Clerk of the Board of Supervisors   File No.

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Treasurer Tax Collector

BOARD AGENDA #: *B-5

Urgent ☐   Routine ☑

AGENDA DATE: April 25, 2017

CEO CONCURRENCE: ṗʮ⅄

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:

1. Authorize the Treasurer-Tax Collector to sign an Agreement with the State of California Employment Development Department for the period of July 1, 2017 through June 30, 2020.

DISCUSSION:

The Treasurer-Tax Collector has used information from the Employment Development Department to enhance collections for the past 21 years. The contract is renewed every three years. The existing contract expires on June 30, 2017.

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. This tool has proven valuable in maintaining collection revenue.

POLICY ISSUE:

Approval by the Board of Supervisors is required to enter into an Agreement with the State of California Employment Development Department. The State of California Employment Development Department requires a resolution by the Board of Supervisors to support the signature authority.

The Agreement with the State of California Employment Development Department for enhanced data complies with Penal Code 1463.007, requiring counties to maintain a comprehensive collection program and Unemployment Insurance Code section 1095(h) to collect expenditures for medical assistance.

FISCAL IMPACT:

Based on the projected volume of requests, costs for this Agreement are projected at $5,792 per year for a total of $17,376 for this three-year agreement. Average collections from the

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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enhanced data received from the State of California Employment Development Department are approximately $300,000 per year.

Cost of recommended action:		$	17,376
Source(s) of Funding:			
Revenue Collected	17,376		
Funding Total:		$	17,376
Net Cost to County General Fund		$	-
Fiscal Year: 2017-2018, 2018-2019, 2019-2020			
Budget Adjustment/Appropriations needed:	No		
Fund Balance as of	N/A		

BOARD OF SUPERVISORS' PRIORITY:

Approval of this agenda item provides the means for Revenue Recovery to obtain better data for collection activities and supports the Board's priority of Efficient Delivery of Public Services.

STAFFING IMPACT:

Existing Revenue Recovery staff will maintain collection activities with the enhanced collection resource associated with this item.

CONTACT PERSON:

Gordon B. Ford, Treasurer-Tax Collector   Telephone: (209) 525-4463
Jegan L. Raja, Assistant Treasurer-Tax Collector   Telephone: (209) 525-6400

ATTACHMENT(S):

1. State of California Employment Development Department Standard Agreement

ATTACHMENT 1

STATE OF CALIFORNIA EMPLOYMENT DEVELOPMENT DEPARTMENT
STANDARD AGREEMENT

16 Pages (including Cover Page)

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

EDD CUSTOMER CODE:	E00146
PROJECT/ACTIVITY CODE:	695/090

REGISTRATION NUMBER	AGREEMENT NUMBER
	M8105495

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 Tax Collector

    STATE OF CALIFORNIA—CONTRACTOR'S NAME
    Employment Development Department

2. The term of this Agreement is: July 1, 2017 through June 30, 2020

3. The maximum amount of this Agreement is: $17,376.00
    Seventeen Thousand Three Hundred and Seventy-Six Dollars and No 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 A1	Specifications	4	Pages
Exhibit B	Budget Detail and Payment Provisions	2	Pages
Exhibit C*	General Terms and Conditions		GTC 610
Exhibit D	Protection of Confidentiality	3	Pages
Attachment D1	Confidentiality Agreement	1	Page
Attachment D2	Indemnity Agreement	1	Page
Attachment D3	Statement of Responsibility	1	Page

APPROVED AS TO FORM:
STANISLAUS COUNTY COUNSEL
BY *Deidre M Strate*
DATE: 4/20/2017

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this Agreement as if attached hereto.

These documents can be viewed at: www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx.

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

STATE OF CALIFORNIA CONTRACTOR

California Department of General Services Use Only

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

BY (Authorized Signature)   *Cory Buttler*

DATE SIGNED(Do not type)   5/10/17

PRINTED NAME AND TITLE OF PERSON SIGNING
Cory Buttler, Manager, Contract Services Group

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

AGENCY

AGENCY'S NAME
Stanislaus County, Office of Treasurer Tax Collector

BY (Authorized Signature)   *Gordon B. Ford*

DATE SIGNED(Do not type)   5/1/17

PRINTED NAME AND TITLE OF PERSON SIGNING

Gordon B. Ford, Treasurer Tax Collector

ADDRESS
PO Box 859, Modesto, CA 95353

DGS Exemption Letter 54.5

EXHIBIT A
(Standard Agreement)

This Agreement is entered into by and between the Employment Development Department, hereinafter referred to as the EDD, and Stanislaus County, Office of the Treasurer Tax Collector, hereinafter referred to as the SCTTC. It sets forth the terms and conditions for the release and use of the EDD's confidential information.

SCOPE OF WORK

I. Purpose

The EDD agrees to provide confidential Current Wage, Employer Address, Client Address, Current Unemployment Insurance Claim History and Current Disability Insurance Claim History information to the SCTTC. The SCTTC agrees to use the confidential information provided by the EDD for the purpose of (1) enabling the collection for the SCTTC's expenditures for medical assistance services rendered; and (2) assisting in the collection of money owed to the SCTTC 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.

II. Legal Authority

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

The SCTTC shall request and use the specified information in accordance with Sections 1095(h) and (n)(1) of the CUIC and Section 1463.007 of the Penal Code.

III. Contract Representatives

1. The EDD's contact persons are:

   CONTRACT NEGOTIATIONS, CONFIDENTIALITY, AND TECHNICAL ASSISTANCE
   Claire Dodson, or Designee
   Employment Development Department
   Information Security Office, MIC 33
   P.O. Box 826880
   Sacramento, CA 94280-0001

   Phone: (916) 651-2885
   E-mail: Claire.Dodson@edd.ca.gov

   FISCAL

   Erlinda Matienzo or Designee
   Employment Development Department
   Accounts Receivable Unit, MIC 70
   P.O. Box 826880
   Sacramento, CA 94280-0001

   Phone: (916) 654-7844
   E-mail: Erlinda.Matienzo@edd.ca.gov

EXHIBIT A
(Standard Agreement)

2. The SCTTC's contact persons are:

CONTRACT NEGOTIATIONS AND ADMINISTRATION	**FISCAL MATTERS**
Jegan L. Raja, Assistant Treasurer-Tax Collector	Gordon B. Ford, Treasurer-Tax Collector
Stanislaus County	Stanislaus County
Office the Treasurer Tax Collector	Office the Treasurer Tax Collector
PO Box 859	PO Box 859
Modesto, CA 95353	Modesto, CA 95353
Phone: (209) 525-6400	Phone: (209) 525-4467
E-mail: rajaj@stancounty.com	E-mail: fordg@stancounty.com

CONFIDENTIALITY AND DATA SECURITY ASSIGNMENTS

Data Security and Integrity: Shaun Porter

Internal distribution of EDD products: Jegan L. Raja

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.

ATTACHMENT A1
(Standard Agreement)

SPECIFICATIONS

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

1. The SCTTC submits a request for wage, employer, or claim files under Customer Code E00146 following the EDD specifications through the Secure File Transfer (SFT) service hosted by the California Office of Technology Services (OTech) for those individuals who have been directed by State mandate or court order to pay restitution, fines, penalties, assessments, or fees as a result of a violation of law.

2. The EDD retrieves and processes the Social Security Numbers (SSN) submitted by the SCTTC.

3. On matching records the EDD produces the data files authorized under this agreement under Customer Code E00146 and submits the data files to the attention of the SCTTC through the SFT system.

4. The SCTTC retrieves the output data files from the SFT system within twenty (20) days of transfer.

5. On a quarterly basis the EDD invoices the SCTTC for all SSN transactions submitted and the cost of the SFT account.

I. RESPONSIBILITIES

1. **The EDD agrees to:**

   a. Set up a Basic User Account and password under Customer Code E00146 for the SCTTC to access the OTech SFT system.

   b. Assign copies of the OTech SFT Basic User Manual and the EDD Abstract System Customer Instruction Packet to the SCTTC to assist the SCTTC in the implementation of the SFT process.

   c. 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:

   Claire.Dodson@edd.ca.gov

   cc: ISOPrivacyDisclosureUnit@edd.ca.gov

   d. Retrieve the SCTTC input file from the SFT temporary file storage repository on a daily basis and run the input file against the EDD databases.

   e. Provide the SCTTC the following Abstract data files for those individuals whose submitted social security numbers match the EDD records:

   (1) Wage and Claim Abstract (DE 507)

   (2) Employer Address (DE 4989)

   (3) Client Address

   (4) Unemployment Insurance (UI) Claim History (Up to 2 years old)

   (5) Disability Insurance (DI) Claim History (Up to 2 years old)

ATTACHMENT A1
(Standard Agreement)

f. Transfer the response data file to the SCTTC, through the SFT system under the output DSN:

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

g. Retain the output data file for a period of twenty (20) calendar days in the SFT temporary file repository. On the 21st day, the data file is automatically deleted.

h. Invoice the SCTTC on a quarterly basis for all SSN transactions submitted and SFT account cost.

i. Monitor and assess 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.

2. **The SCTTC agrees to:**

a. Request only the EDD information specifically authorized under this Agreement.

b. Establish a new password at first logon to the Basic User Account established under Customer Code E00146 for the SCTTC to access the OTech SFT system.

c. 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.

d. 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:

Claire.Dodson@edd.ca.gov

cc: ISOPrivacyDisclosureUnit@edd.ca.gov

e. Create the request for wages file, following the EDD specifications, for those individuals who owe money as directed by State mandate or court order to pay restitution, fines, penalties, assessments, or fees as a result of a violation of law.

f. 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 the SCTTC will need to resubmit in a future cycle.

g. 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

ATTACHMENT A1
(Standard Agreement)

h. Retrieve the response data file from the SFT temporary file storage repository within twenty (20) calendar days from submission. On the 21st day, the data file is automatically deleted.

i. Delete the retrieved response data file from the SFT temporary file storage repository before submitting a new request.

j. Use the EDD information to assist in the collection of money owed by individuals as directed by State mandate or court order to pay restitution, fines, penalties, assessments, or fees as a result of a violation of law.

k. Comply with the California Unemployment Insurance Code (CUIC) on any matters pertaining to the access, use, and/or release of data under this agreement. Failure to comply with this provision shall be deemed a breach of this agreement and shall be grounds for cancellation of this Agreement.

l. Oversee the SCTTC staff in their use of confidential information received from the EDD.

m. Instruct all the SCTTC staff with access to the information provided by the EDD under this Agreement regarding the: (1) the confidential nature of the information; (2) the requirements of this Agreement; (3) the need to adhere to the security and confidentiality provisions outlined in Exhibit D – Protection of Confidentiality Provisions; and (4) the sanctions and penalties against unauthorized use or disclosure found in CUIC Sections 1094 and 2111, the California Civil Code Section 1798.55, and the California Penal Code Section 502.

n. Ensure that all SCTTC staff assigned to work with the information provided by the EDD have signed the EDD Confidentiality Statement (Attachment D1. Rev 05/14/14).

o. Comply with Title 20, Code of Federal Regulations Section 603.9 with respect to any of the EDD confidential information.

p. Use the information provided by the EDD only as specifically authorized under this agreement. The Unemployment Insurance Code section 1095(u) prohibits a private collection agency from using any EDD information the SCTTC obtains under this Contract. Therefore, nothing in this Contract shall be construed to authorize or permit a private collection agency to use the EDD information for any purpose. Violation of this paragraph will be a basis for terminating the Contract.

q. Dispose of the EDD's confidential information using an approved method of confidential destruction.

r. Not release the EDD's confidential information to any other public or private entity without the EDD's prior written consent.

s. Cooperate with the EDD's authority to monitor this Agreement in accordance with Exhibit D, Section II, paragraphs (e) and (f).

ATTACHMENT A1
(Standard Agreement)

t. **Pursuant to federal law, if the SCTTC 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 SCTTC shall surrender to the EDD all confidential information obtained under this Agreement which has not been previously returned to the EDD, and any other information relevant to the Agreement (20 C.F.R., Part 603.10(c)(1)).**

3. **Joint Responsibilities. Both parties agree to:**

    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 of the EDD or the SCTTC information to any person or agency other than those authorize specifically under this Agreement.

    c. Cooperate fully and furnish such assistance as may be mutually agreed upon by the parties hereto as being necessary and appropriate for proper performance of this Agreement.

4. **Disputes:**

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

III. ACCURACY ASSESSMENT

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

IV. TERMINATION CLAUSE

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

EXHIBIT B
(Standard Agreement)

I. **BUDGET DETAILS AND PAYMENT PROVISIONS**

a. The maximum amount of this Agreement shall not exceed Seventeen Thousand Three Hundred Seventy-Six Dollars and No Cents ($17,376.00).

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, the SCTTC shall reimburse the 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
- A $1,500.00 Administrative Fee. 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. These costs are computed in accordance with Sections 8752 and 8752.1 of the State Administrative Manual; and
- The applicable per product charge. The following rate chart will apply for the SFT Abstract Process:

If the number of requests per product type, per quarter is:	Then the cost for **Current Data** per requested products shall be:	Then the cost for **Archive Data** 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. The SCTTC shall be charged for the total number of products requested. Each Social Security Number (SSN) submitted may generate 1 to 5 products, depending on the types of Abstract System reports requested.

EXHIBIT B
(Standard Agreement)

d. The maximum amount of this Agreement has been computed based on an estimated 50,000 SSNs per quarter, as follows:

EDD ABSTRACT	FORMULA		COST
Wage and Claim Abstract-DE 507	1 product	50,000 x .00510 x 12Q	$3,060.00
Employer Address (DE 4989)	1 product	50,000 x .00510 x 12Q	$3,060.00
Client Address	1 product	50,000 x .00510 x 12Q	$3,060.00
UI Claim History - Current	1 product	50,000 x .00510 x 12Q	$3,060.00
DI Claim History - Current	1 product	50,000 x .00510 x 12Q	$3,060.00
Administrative Fees			$1,500.00
SFT Account Fee	$16.00 x 12 Months x 3 Years		$576.00
Total for 3-year contract			**$17,376.00**

f. The EDD invoices will reference the EDD Agreement No. **M8105495** and the EDD Customer Code: **E00146**; and shall be submitted for payment to:

> Gordon B. Ford, Treasurer-Tax Collector, or designee
> Stanislaus County
> Office of Treasurer and Tax Collector
> PO Box 859
> Modesto, CA 95353

g. The SCTTC payment must reference the EDD Invoice Number, the EDD Agreement No. **M8105495**, and the EDD Customer Code: **E00146**; and be submitted to:

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

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 the EDD's confidential information to the public and mandate its protection against loss and against unauthorized access, use, disclosure, modification, or destruction.

SCTTC must therefore, agree to the following security and confidentiality requirements:

I. ADMINISTRATIVE SAFEGUARDS

a. Adopt policies and procedures to ensure use of the EDD's confidential information solely for purposes specifically authorized under this Agreement that meet 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, the EDD shall have the right to annul this Agreement without liability, in addition to other remedies provided by law.

c. Warrant and certify that in the performance of this Agreement SCTTC will comply with all applicable statutes, rules and/or regulations, and Agreement information security requirements, including but not limited to the following:

   • **California Unemployment Insurance Code §1094** (Disclosure Prohibitions)

   • **Title 20, Code of Federal Regulations §603.9 and §603.10** (Federal Unemployment Compensation Safeguards and Security Requirements)

   • **California Civil Code §1798, et seq.** (Information Practices Act)

   • **California Penal Code §502** *(*Computer Fraud Act *)*

   • **Title 5, U.S. Code §552a** (Federal Privacy Act Disclosure Restrictions)

   • **Title 42, U.S. Code §503** (Social Security Act)

   • **Title 18, U.S. Code §1905** (Disclosure of Confidential Information)

d. Except for state agencies, agree to indemnify the EDD against any loss, cost, damage or liability resulting from violations of these applicable statutes, rules and/or regulations, and Agreement information security requirements.

e. Protect the EDD's information against unauthorized access, at all times, in all forms of media. Access and use the information obtained under this Agreement only to the extent necessary to assist in the valid administrative needs of the program receiving such information, and only for the purposes defined in this Agreement.

f. Keep all the EDD's confidential information completely confidential. Make this information available to authorized personnel on a "need-to-know" basis and only for the purposes authorized under this Agreement. "Need-to-know" refers to those authorized personnel who need information to perform their official duties in connection with the use of the information authorized by this Agreement.

EXHIBIT D
(Standard Agreement)

g. Notify the EDD Help Desk at (916) 654-1010, immediately upon discovery, that there may have been a breach in security which has or may have resulted in compromise to the confidential information. For purposes of this section, immediately is defined within 24 hours of discovery of the breach. The notification shall be by phone and email. **It is not sufficient to simply leave a message**. The notification must include a detailed description of the incident (such as time, date, location, and circumstances) and identify responsible personnel (name, title and contact information). The verbal notification shall be followed with an email notification to <InformationSecurityOffice@edd.ca.gov>.

II. MANAGEMENT SAFEGUARDS

a. Acknowledge that the confidential information obtained by SCTTC under this Agreement remains the property of the EDD.

b. Instruct all personnel assigned to work with the information provided under this Agreement regarding the following:

- Confidential nature of the EDD information.

- Requirements of this Agreement.

- Sanctions specified in federal and state unemployment compensation laws and any other relevant statutes against unauthorized disclosure of confidential information provided by the EDD.

c. Require that all personnel assigned to work with the information provided by the EDD complete the EDD Confidentiality Agreement (Attachment D1):

d. Return the following completed documents to the EDD Contract Services Group:

- o The EDD Indemnity Agreement (Attachment D2): Required to be completed by the SCTTC Chief Financial Officer or authorized Management Representative, unless SCTTC is a State Agency.

- o The EDD Statement of Responsibility Information Security Certification (Attachment D3): Required to be completed by the Information Security Officer or authorized Management Representative.

e. Permit the EDD to make on-site inspections to ensure that the terms of this Agreement are being met. Make available to the EDD staff, on request and during on-site reviews, copies of the EDD Confidentiality Agreement (Attachment D1) completed by personnel assigned to work with the EDD's confidential information, and hereby made a part of this Agreement.

f. Maintain a system of records sufficient to allow an audit of compliance with the requirements under subsection (d) of this part. Permit the 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 the 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 §1094(b) of the California Unemployment Insurance Code (CUIC). Section 1095(u) of the CUIC does not authorize the use of the 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.

EXHIBIT D
(Standard Agreement)

c. Disclosure of any of the EDD information to any person or entity not specifically authorized in this Agreement is strictly prohibited. Personnel assigned to work with the 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 the EDD's confidential documents in a physically secure manner at all times to prevent unauthorized access.

d. Store the 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. SCTTC shall ensure that appropriate security access controls, storage protections and use restrictions are in place to keep the confidential information in the strictest confidence and shall make the information available to its own personnel on a "need-to-know" basis only.

e. Store the EDD's confidential data in encrypted format when recorded on removable electronic storage media, or on mobile computing devices, such as a laptop computer.

f. Maintain an audit trail and record data access of authorized users and authorization level of access granted to the EDD's data, based on job function.

g. Direct all personnel permitted to use the 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's data is not left unattended in printers where unauthorized personnel may access them.

h. Dispose of confidential information obtained from the EDD, and any copies thereof made by SCTTC, after the purpose for which the confidential information is disclosed is served. Disposal means return of the confidential information to the 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.

Employment Development Department
State of California

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.

__Gordon B. Ford__   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 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.

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

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

_____ acknowledge responsibility for knowing the privacy, confidentiality, and data security laws that apply to the EDD information I have been granted access
INITIAL   to by my employer, including UIC §§1094 and 2111, California Government Code § 15619, CC § 1798.53, and PC § 502.

_____ acknowledge that wrongful access, use, modification, or disclosure of confidential information may be punishable as a crime and/or result in disciplinary
INITIAL   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.

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

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

_____ agree to protect the following types of the EDD confidential and sensitive information:
INITIAL
   • Wage Information   • Applicant Information
   • Employer Information   • Proprietary Information
   • Claimant Information   • Operational Information (manuals, guidelines, procedures)
   • Tax Payer Information

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

__Ford, Gordon B.__   _Gordon B Ford_
Print Full Name (last, first, MI)   Signature

Stanislaus County

Office of the Treasurer-Tax Collector   _5/4/17_
Print Name of Requesting Agency   Date Signed

Check the appropriate box:	
☐ Employee	☐ Student
☐ Subcontractor	☐ Volunteer
☐ Other _____	
	Explain

EDD Employment
Development
Department
State of California

EDD Agreement Number: M8105495.
EDD Customer Code No. E00146
EDD/Stanislaus County
ATTACHMENT D2
Page 1 of 1

EMPLOYMENT DEVELOPMENT DEPARTMENT
INDEMNITY AGREEMENT

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

Gordon B. Ford
(Enter name of Chief Financial Officer or authorized Management Representative)

agrees to indemnify the EDD against any and all liability costs, damages, attorney fees, and other expenses the 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 Agreement" by any and all employees of:

Stanislaus County, Office the Treasurer Tax Collector
(Enter Requesting Agency/Entity Name)

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 the EDD Information:

1. Any individual who has access to returns, reports, or documents maintained by the 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. (California 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. (California Civil Code §1798.53).

3. Any unauthorized access to the EDD computer data, computer systems, or unauthorized use of the EDD data is punishable by a fine or imprisonment in the county jail or both. (California Penal Code §502).

I certify that I have read, understand, and agree with the above terms.

SIGNED BY REQUESTING ENTITY REPRESENTATIVE

Ford, Gordon B.
Print Full Name (last, first, MI)

Gordon B. Ford
Signature

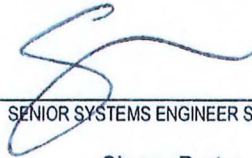Treasurer Tax Collector
Print Title

5/4/17
Date Signed

Stanislaus County, Office of the Treasurer Tax
Collector
Print Name of Requesting Entity

Enter Name Governmental Sponsor/Entity

Attachment D2 [Rev 051414]

EMPLOYMENT DEVELOPMENT DEPARTMENT
STATEMENT OF RESPONSIBILITY

INFORMATION SECURITY CERTIFICATION

We, the Senior Systems Engineer and the Assistant Treasurer Tax Collector 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 the EDD Agreement No. **M8105495**

SENIOR SYSTEMS ENGINEER SIGNATURE

Shaun Porter
PRINT NAME

Senior Systems Engineer
PRINT TITLE

(209) 525-4357
TELEPHONE NUMBER

porters@stancounty.com
E-MAIL ADDRESS

5/5/2017
DATE SIGNED

ASSISTANT TREASURER TAX COLLECTOR SIGNATURE

Jegan Raja
PRINT NAME

Assistant Treasurer Tax Collector
PRINT TITLE

(209) 525-6400
TELEPHONE NUMBER

rajaj@stancounty.com
E-MAIL ADDRESS

5/4/2017
DATE SIGNED

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

FOR THE EDD USE ONLY

1. Information Security Certification received by:

EDD CONTRACT MANAGER NAME

DATE RECEIVED

2. The EDD information asset access approved by:

CONTRACT MANAGER OR DISCLOSURE COORDINATOR

DATE APPROVED (AFF, EMAIL, ETC.)

NOTE: *The EDD must have a signed "Information Security Certification" in its possession prior to disclosure of any personal, confidential, or sensitive information to the SCTTC.*