Gordon B. Ford *(handwritten signature)*

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

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

Urgent ☐	Routine ■	*phe*	**AGENDA DATE** August 5, 2008

CEO Concurs with Recommendation YES ☒   NO ☐   **4/5 Vote Required YES ☐ NO ■**
(Information Attached)

SUBJECT:

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

STAFF RECOMMENDATIONS:

Authorize the Treasurer/Tax Collector to enter into an Agreement with the Employment Development Department to produce and provide wage, claim, employer, and client address data to the County for the period of July 1, 2008 through June 30, 2011, which will enhance Revenue Recovery services.

FISCAL IMPACT:

Based on the projected volume of requests, costs for this agreement are projected at $4,660 per year for a total for this three-year agreement of $13,980. Increased collections due to judgements derived from the Employment Development Department information are averaging to approximately $165,500 per year and appear to be trending upward.

BOARD ACTION AS FOLLOWS:

No. 2008-570

On motion of Supervisor__ Monteith _____, Seconded by Supervisor ___O'Brien_____
and approved by the following vote,
Ayes: Supervisors:_ O'Brien, Grover, Monteith, DeMartini and Chairman Mayfield _____
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 (handwritten signature)

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk   **File No.**

DISCUSSION:

The Treasurer/Tax Collector has used information from the Employment Development Department to enhance collections for the past 12 years. The contract is renewed every three years. The previous contract expired June 30, 2008.

The Employment Development Department (EDD) data is extremely helpful in locating working debtors and enabling the Revenue Recovery Division staff to service judgements to attach wages.

During the period of receipt of this EDD information, fiscal year total collections from judgements from 2007/2008 was over $208,000. Collectors in the Revenue Recovery Division have found this information to be an extremely useful tool that allows them to verify and locate many jobs and placements of employment and to increase writs of attachments to wages.

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.

STATE OF CALIFORNIA		EDD CUSTOMER CODE: E00146
STANDARD AGREEMENT	Cleared CSG – TSK	PROJECT/ACTIVITY CODE 661/090
STD 213 (Rev 06/03)	Dist. _RG/H 11/6/08_	

| AGREEMENT NUMBER |
|---|
| **M970483** |

REGISTRATION NUMBER

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 (EDD)

2. The term of this Agreement is: **July 1, 2008 through June 30, 2011**

3. The maximum amount of this Agreement is: **$13,980.00**
   (Thirteen Thousand Nine Hundred Eighty 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	2	Pages
Exhibit B	Budget Detail and Payment Provisions	2	Pages
Exhibit C	General Terms and Conditions	1	Page
☒ Exhibit D	Special Confidentiality Terms and Conditions (Attached hereto as part of this agreement)	3	Pages
☒ Attachments No. D1, D2, and D3	Confidentiality Agreement*, Indemnity Agreement*, and Statement of Responsibility*	3	Pages

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) _[signature]_
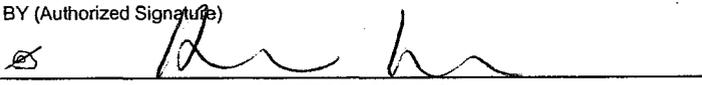
DATE SIGNED(Do not type) _11/5/08_

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
Stanislaus County, Office of Treasurer and Tax Collector

BY (Authorized Signature) _[signature] Gordon B. Ford_
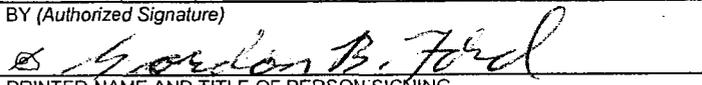
DATE SIGNED(Do not type) _8/20/08_

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 FROM DGS APPROVAL PER DGS EXEMPTION LETTER

☐ Exempt per:

2010 NOV 30 A 10: 16 BOARD OF SUPERVISORS

EXHIBIT A
(Standard Agreement)

This Agreement is entered into by and between the Employment Development Department hereinafter referred to as (EDD) 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.

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).

II. Contract Representatives

1. EDD's contact persons are:

   CONTRACT NEGOTIATIONS, CONFIDENTIALITY, AND TECHNICAL ASSISTANCE

   Ronnie Mitchell or designee
   Employment Development Department
   Information Security Office, MIC 33
   P.O. Box 8268800
   Sacramento, CA 94280-0001

   Phone: (916) 654-6231

   Email: rmitchell@edd.ca.gov

   FISCAL

   Angela Yu or designee
   Employment Development Department
   Accounts Receivable Unit, MIC 70
   P.O. Box 826217
   Sacramento, CA 94280-0001

   Phone: (916) 653-4227

   Email: AYU@edd.ca.gov

2. Requester contact persons are:

CONTRACT NEGOTIATIONS/ADMINISTRATION AND FISCAL MATTERS:
Audrey Henry
Stanislaus County, Office of the Treasurer & Tax
Collector
P.O. Box 859
Modesto, CA 95353

Phone: (209) 525-4465

Email: henrya@stancounty.com

CONFIDENTIALITY & DATA SECURITY ASSIGNMENTS

1. **Data Security and Integrity**

   Email: henrya@stancounty.com
2. **Program Supervisor:**

   Email: henrya@stancounty.com
3. **Internal Distribution of EDD products:**

   Email: henrya@stancounty.com

ATTACHMENT A-1

SPECIFICATIONS

I. METHODOLOGY

1. The Requester submits the Social Security Numbers (SSNs) of eligible individuals, using IBM 3490E compatible tape cartridge for tape output.

2. EDD processes the Social Security Numbers (SSNs) submitted by the Requester. On matching SSNs EDD produces on tape the abstract reports authorized under this agreement and mails the tape to the attention of the person responsible for internal distribution of EDD's confidential information.

3. On a quarterly basis EDD invoices the County for all SSN transactions searched.

II. RESPONSIBILITIES

1. EDD agrees to:

a. Provide an initial supply of the Cartridge Transmittal form to the Requester.

b. Provide the ABS Customer Instruction module to the Requester to train its staff on how to request EDD confidential information.

c. Use the SSNs provided by the Requester, under the assigned EDD Customer Code **E00146** to search EDD files. On positive matches EDD will provide the following EDD Abstract:

   (1) Wage and Claim Abstract (DE 507)

   (2) Employer Address (DE 4989)

   (3) Client Address

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

d. Mail the tape cartridge containing 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:	Audry Henry
Agency Name:	Stanislaus County, Office of the Treasurer & Tax Collector
Mailing Address:	P.O. Box 859 Modesto, CA 95353

2. The Requester Agrees to:

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

b. Train all Requester staff authorized to use and request EDD's confidential information.

c. Use the specified ABS reports only 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

d. Request the abstract(s) authorized in this Agreement, on an as needed basis. Mail the tape cartridge and transmittal form completed to EDD specifications to:

> *Employment Development Department*
> *Information Technology Branch, Application Operation*
> *800 Capitol Mall*
> *Sacramento, CA 95814*
> *ATTN: Abstract Technical - MIC 58-2*

e. Submit all requests under EDD Customer Code: **E00146** and use the preparer code field for internal distribution purposes.

f. 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.

g. The Requester shall not release EDD's confidential information to any entity, which is a private collection agency (CUIC, §1095(t)).

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

II. 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)

I. PAYMENT PROVISIONS

a. The maximum amount of this Agreement shall not exceed $13,980.00 (Thirteen Thousand Nine Hundred Eighty Dollars and Zero Cents).

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 **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 Requester shall be charged for the total number of products requested. Each SSN submitted may generate 1 to 4 products, depending on the types of ABS reports requested.

d. The maximum amount of this contract has been computed based on one request per month and a cumulative total of 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 4Q x 3yrs	$3,060.00
Employer Address (DE 4989)	1 product 50,000 x .00510 x 4Q x 3yrs	$3,060.00
Client Address	1 product 50,000 x .00510 x 4Q x 3yrs	$3,060.00
Current DI Claim History	1 product 50,000 x .00510 x 4Q x 3yrs	$3,060.00
Tape Set-Up Fee	$15.00 x 4Q x 3yrs	$180.00
Archive Search Fee	5.00 x 12Q	$60.00
Administrative Fee	$125.00 x 4Q x 3yrs	$1,500.00
Total for 3-year contract		**$13,980.00**

e. EDD Invoices will reference the EDD Contract number **M970483** 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 Requester payment must reference the EDD Invoice Number, EDD Contract number **M970483**, and the customer code **E00146**; and be submitted to:

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

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. 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. **LOCAL GOVERNMENT:** When one of the contracting parties is a county, city, district, or other local public body, the contract shall be accompanied by a copy of the resolution, order, motion, or ordinance of the local governing body, which by law has authority to enter into the proposed contract, authorizing execution of the agreement.

7. **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.

8. **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.)

9. **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.

10. **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.

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

12. **TERMINATION:** This Agreement may be terminated by EDD by giving written notice 30 days prior to the effective date of such 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. These requirements 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 an Agreement that meets the requirements of the Title 20 CFR, §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. EDD shall have the right to annul this Agreement without liability, in the event of a breach or violation of this warranty 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 information security requirements. Agree to indemnify the EDD against any loss, cost, damage or liability resulting from violations of these provisions. Including but not limited to the following:

- California Unemployment Insurance Code §1094—*Disclosure Prohibitions*

- California Information Practices Act of 1977, Civil Code §1798 et seq.—*Protection of Personal Information*

- California Penal Code §502—*Computer Fraud Act*

- Title 5, U.S.Code, §552a—*Federal Privacy Act of 1974 Disclosure Restrictions*

- Title 42, U.S. Code, §503--*§303(a) of the Social Security Act and §3304(a)(16) of the Federal Unemployment Tax Act*

- Title 20 CFR, §603.9 and §603.10 —*Federal Unemployment Compensation Safeguards and Security Requirements*

- Title 18, U.S. Code, §1905—*Disclosure of Confidential Information Generally*

d. 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.

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).

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 information provided by EDD.

c. Require completion of the Confidentiality Agreement (Attachment D1) by all personnel assigned to work with the information provided by EDD and of the Indemnity Agreement (Attachment D2) by the appropriate Requester management signatory authority, as follows:

- **State Agencies:** Completion of EDD's Confidentiality Agreement is optional. State agency employees may satisfy this requirement by completing the Requesting Agency's Employee Confidentiality Statement. Completion of the EDD Indemnity Agreement by state agencies is not required.

- **State Agency Contractors and Subcontractors:** Mandatory completion of both EDD's Confidentiality and Indemnity Agreements.

- **All other Public and Private Requesters:** Mandatory completion of both EDD's Confidentiality and Indemnity Agreements.

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 Confidentiality and Agreement completed by staff assigned to work with EDD's confidential information and hereby made a part of this Agreement.

e. Sign the "Statement of Responsibility" (Attachment D3, hereby made part of this Agreement) attesting to the Requesting Agency's policies and procedures regarding confidentiality and security safeguards. Return the completed and signed "Indemnity Agreement" (Attachment D2, hereby made part of this Agreement) and the "Statement of Responsibility" with the signed contract to the EDD-Contract Services Manager.

f. Maintain a system sufficient to allow an audit of compliance with the requirements of this part. Permit EDD to make on-site inspections to ensure that the requirements 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 (t) 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. Disclosure of any individually identifiable EDD information to any person outside the staff assigned to this project is strictly prohibited. Except as authorized or required by law, staff 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.

IV. PHYSICAL SAFEGUARDS

a. Take precautions to ensure that only authorized personnel are given access to 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 used, transmitted or stored on such systems in the performance of this Agreement.

c. Avoid saving EDD's data to a shared 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 Requester. 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. Store only fully encrypted confidential EDD data on individual desktops, laptops, or removable electronic storage media of any kind.

e. 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.

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. Dispose of 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 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

EDD Employment Development Department
State of California

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 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."

Ford, Gordon B.		Signature
Print Full Name (last, first, MI)		
Stanislaus County, Office of the Treasurer & Tax Collector		10/29/00
Print Name of Requesting Agency		Date Signed

Check the appropriate box

- [ ] Employee
- [ ] Subcontractor
- [ ] Other _____
- [ ] Student
- [ ] Volunteer

Explain

EDD Employment Development Department
State of California

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:

Gordon B. Ford, Treasurer Tax Collector

(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.

Gordon B. Ford, Treasurer Tax Collector	_Gordon B. Ford_
Print Full Name (last, first, MI)	Signature
Stanislaus County, Office of the Treasurer & Tax Collector	_10/29/08_
Print Name of Requesting Agency	Date Signed

Check the appropriate box

☐ Employee   ☐ Student

☐ Subcontractor   ☐ Volunteer

☐ Other _____

Explain

EDD Employment
Development
Department
State of California

Statement of Responsibility

Information Security Certification

We, the Information Security Officer and **Gordon B. Ford, Treasurer Tax Collector and Audrey Henry, Data Security and Integrity, Program Supervisor** hereby certify that **Stanislaus County, Office of Treasurer and 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. **M970483**.

(signature)	_(signature)_
IINFORMATION SECURITY OFFICER SIGNATURE	PROGRAM DIRECTOR OR CHIEF INFORMATION OFFICER SIGNATURE
Gordon B. Ford	**Audrey Henry**
PRINT NAME OF INFORMATION SECUIRTY OFFICER	PRINT NAME
	Chief of Revenue Recovery
Treasurer Tax Collector	Program Supervisor
PRINT TITLE	PRINT TITLE
(209) 525-4463	(209) 525-4465
TELEPHONE NUMBER	TELEPHONE NUMBER
fordg@stancounty.com	henrya@stancounty.com
E-MAIL ADDRESS	E-MAIL ADDRESS
10/29/08	10-28-08
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

2. EDD information asset access approved by:

CONTRACT MANAGER OR DISCLOSURE COORDINATOR	DATE APPROVED (AFF, EMAIL, ETC.)

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