

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

M0112278

PURCHASING AUTHORITY NUMBER (If Applicable)

EDD-7100

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

County of Fresno

CONTRACTOR NAME

Employment Development Department

2. The term of this Agreement is:

START DATE

September 1, 2019 or upon final approvals

THROUGH END DATE

August 31, 2022

3. The maximum amount of this Agreement is:

Five Thousand One Hundred Thirty-Six Dollars and No Cents (\$5,136.00)

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.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	2
Attachment A-1	Specifications	4
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C*	General Terms and Conditions	GTC-04/2017
Exhibit D	Protection of Confidentiality	3
Attachment D-1	Confidentiality Agreement	1
Attachment D-2	Indemnity Agreement	1
Attachment D-3	Statement of Responsibility	1

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 <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

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

County of Fresno

CONTRACTOR BUSINESS ADDRESS

2281 Tulare St, Rm 101

CITY

Fresno

STATE

CA

ZIP

93708

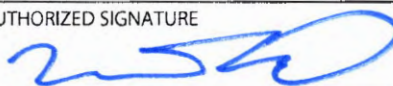
PRINTED NAME OF PERSON SIGNING

Nathan Magsig

TITLE

Chairman, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

10-8-19

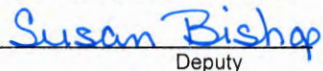
ATTEST:

BERNICE E. SEIDEL

Clerk of the Board of Supervisors

County of Fresno, State of California

By



Deputy

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

M0112278

PURCHASING AUTHORITY NUMBER (If Applicable)

EDD-7100

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Employment Development Department

CONTRACTING AGENCY ADDRESS

722 Capitol Mall, MIC 62-C

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Rebecca Martin

TITLE

Manager, IT Contract Services Group

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

10/28/19

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**EXHIBIT A**  
*(Standard Agreement)*

This Agreement is entered into by and between the Employment Development Department of the State of California, hereinafter referred to as the EDD, and the County of Fresno, a political subdivision of the State of California, hereinafter referred to as the County of Fresno. 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 wage and claim information to the County of Fresno. The County of Fresno agrees to use the confidential information provided by the EDD for the purpose of assisting in the collection of money owed to the county or the state by any person who has been directed by state mandate or court order to pay restitution, fines, penalties, assessments, or fees as a result of violation of law.

**II. Legal Authority**

The EDD shall make this information available to the County of Fresno pursuant to the California Unemployment Insurance Code (CUIC) 1095(n)(1).

The County of Fresno shall request and use the specified information in accordance with Section 1463.007 of the California Penal Code and Section 1095(n)(1) of the CUIC.

**III. Contract Representatives**

1. The EDD's contact persons are:

**CONTRACT NEGOTIATIONS, CONFIDENTIALITY, AND TECHNICAL ASSISTANCE**

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

Phone: (916) 651-2885

E-mail: [Kendell.Groom@edd.ca.gov](mailto:Kendell.Groom@edd.ca.gov)

cc: [ISOPrivacyDisclosureUnit@edd.ca.gov](mailto:ISOPrivacyDisclosureUnit@edd.ca.gov)

**FISCAL**

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

Phone: (916) 653-4227

E-mail: [Erlinda.Matienzo@edd.ca.gov](mailto:Erlinda.Matienzo@edd.ca.gov)

**EXHIBIT A**  
*(Standard Agreement)*

2. The County of Fresno contact persons are:

**CONTRACT NEGOTIATIONS, ADMINISTRATION AND FISCAL MATTERS**

Kim Lamanuzzi, Deputy Treasurer-Tax Collector  
County of Fresno Auditor-Controller/Treasurer-Tax Collector  
2281 Tulare St, Rm 101  
Fresno, CA 93708-0226

Phone: (559) 600-1383  
FAX: (559) 600-1451  
E-mail: [klamanuzzi@fresnocountyca.gov](mailto:klamanuzzi@fresnocountyca.gov)

**CONFIDENTIALITY AND DATA SECURITY ASSIGNMENTS**

Data Security and Integrity:

Robert Bash, Director of Internal  
Services/Chief Information Officer

Internal distribution of the EDD products:

Kim Lamanuzzi, Deputy Treasurer-Tax Collector

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. On one or more occasions during the term of this agreement, the County of Fresno may submit a request for wage, employer, or claim files under Customer Code E00314 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 or court order to pay restitution, fines, penalties, assessments, or fees as a result of a violation of law.
2. The EDD shall retrieve and process the Social Security Numbers (SSN) submitted by the County of Fresno under section I.1., above.
3. On matching records, the EDD shall produce the data files authorized under this agreement under Customer Code E00314 and submits the data files to the attention of the County of Fresno through the SFT system.
4. The County of Fresno must retrieve the output data files from the SFT system within twenty (20) days of transfer.
5. On a quarterly basis, the EDD shall invoice the County of Fresno for all SSN transactions submitted and the cost of the SFT account).

**II. RESPONSIBILITIES**

1. **The EDD agrees to:**
  - a. Set up a Basic User Account and password under Customer Code E00314 for the County of Fresno 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 County of Fresno to assist the County of Fresno in the implementation of the SFT process.
  - c. Provide User Account administration to reset passwords, unlock user accounts, and/or modify user accounts. To request User Account administration, the County of Fresno may submit an email message to:

[Kendell.Groom@edd.ca.gov](mailto:Kendell.Groom@edd.ca.gov)

**cc: ISOPrivacyDisclosureUnit@edd.ca.gov**

- d. Retrieve the County of Fresno 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 County of Fresno 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)

**ATTACHMENT A1**  
*(Standard Agreement)*

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

- f. Transfer the response data file to the County of Fresno, through the SFT system under the output Data Set Name (DSN):

<b>Wages:</b>	<b>em_abs_abs220_curwage_abs00314</b>
<b>Employer Address:</b>	<b>em_abs_abs260_empladr_abs00314</b>
<b>Current UI/DI Claim:</b>	<b>em_abs_abs200_abstrac_abs00314</b>

- g. Retain the output data file for a period of twenty (20) calendar days in the SFT temporary file repository. On the 21<sup>st</sup> day, the data file is automatically deleted.
- h. Invoice the County of Fresno 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 required by this agreement are followed. This compliance review is part of the EDD contract monitoring process.

**2. The County of Fresno 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 E00314 for the County of Fresno 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 on or before 90 days, after which the account will be locked. 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:

**Kendell.Groom@edd.ca.gov**  
**cc: ISOPrivacyDisclosureUnit@edd.ca.gov**

- e. Create the request for EDD data, 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 term of this agreement. The number of SSNs requested shall not exceed 1,000,000 (one million) on any daily cycle. If the County of Fresno submits a requests exceeding 1,000,000 SSNs in any daily cycle, EDD will only process the first 1,000,000 SSNs requested during that daily cycle. SSNs in excess of 1,000,000 in any daily cycle will be discarded and the County of Fresno may resubmit them 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\_abs00314**

**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 21<sup>st</sup> 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 County of Fresno staff in their use of confidential information received from the EDD.
- m. Instruct all the County of Fresno 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 County of Fresno staff assigned to work with the information provided by the EDD have signed the EDD Confidentiality Statement (Attachment D1. Rev 072017).
- 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 County of Fresno 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).
- t. **Pursuant to 20 C.F.R., Section 603.10(c)(1), if the County of Fresno 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 County of Fresno shall surrender to the EDD**

**ATTACHMENT A1**  
*(Standard Agreement)*

**all confidential information obtained under this agreement which has not been previously returned to the EDD, and any other information relevant to the agreement.**

**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 County of Fresno 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 County of Fresno over any part of this Agreement, the dispute may be submitted to nonbinding arbitration upon the consent of both the EDD and the County of Fresno. 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 Five Thousand One Hundred Thirty-Six Dollars and Zero Cents (\$5,136.00).
- 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 County of Fresno 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
- 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:

<u>If the cumulative number of requested products per quarter is:</u>	<u>Then the cost for <b>Current Data</b> and <b>Archive Wages</b> per requested product shall be:</u>	<u>Then the cost for <b>Archive UI/DI Data</b> per requested product shall be:</u>
1 – 250	\$.50101	\$1.00202
251 – 2,000	0.12621	0.25242
2,001 – 10,000	0.02163	0.04326
10,001 – 250,000	0.00510	0.0102
250,001 – 1 Million	0.00146	0.00146
More than 1 Million	0.00121	0.00121

- c. The County of Fresno 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 10,000 SSNs per quarter, as follows:

<b>EDD ABSTRACT</b>	<b>FORMULA</b>		<b>COST</b>
Wage and Claim Abstract-DE 507	1 product	10,000 x .00510 x 12Q	\$612.00
Employer Address (DE 4989)	1 product	10,000 x .00510 x 12Q	\$612.00
Client Address	1 product	10,000 x .00510 x 12Q	\$612.00
UI Claim History - Current	1 product	10,000 x .00510 x 12Q	\$612.00
DI Claim History - Current	1 product	10,000 x .00510 x 12Q	\$612.00
Administrative Fees			\$1,500.00
SFT Account Fee	\$16.00 x 12 Months x 3 Years		\$576.00
<b>Total for 3-year contract</b>			<b>\$5,136.00</b>

- e. The EDD invoices will reference the EDD Agreement No. **M9112278** and the EDD Customer Code: **E00314**; and shall be submitted for payment to:

Kim Lamanuzzi  
County of Fresno, Auditor-Controller/Treasurer-Tax Collector  
2281 Tulare Street, Room 101  
Fresno, CA 93708-0226

- f. The County of Fresno payment must reference EDD Invoice Number, EDD Agreement No. **M9112278**, and the EDD Customer Code: **E00314**; 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.

**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.

County of Fresno 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 the County of Fresno 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 Information Security Office (ISO) at (916) 654-6231, 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 the County of Fresno 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:
- The EDD Indemnity Agreement (Attachment D2): Required to be completed by the County of Fresno Chief Financial Officer or authorized Management Representative, unless County of Fresno is a State Agency.
  - 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.

**EXHIBIT D**  
*(Standard Agreement)*

- 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 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. County of Fresno 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 the County of Fresno, 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 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

**County of Fresno**

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.

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 the 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 UIC §§1094 and 2111, California Government Code § 15619, CC § 1798.53, and PC § 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 the 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 the EDD's information on either paper or electronic form by:

- 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."**

Print Full Name (last, first, MI)

Signature

**County of Fresno**

Print Name of Requesting Agency

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

## EMPLOYMENT DEVELOPMENT DEPARTMENT INDEMNITY AGREEMENT

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

County of Fresno

(Enter Requesting Agency/Entity Name)

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:

County of Fresno

(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

Nathan Magsig

Print Full Name



Signature

Chairman, Board of Supervisors

Print Title

10-8-19

Date Signed

County of Fresno

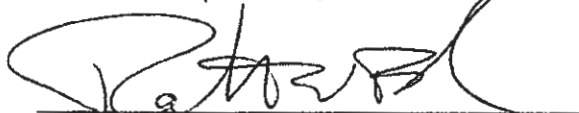

Print Name of Requesting Entity

Enter Name Governmental Sponsor/Entity

 <b>Employment Development Department</b> State of California	EDD Contract No. EDD Customer Code No.E00314 EDD/County of Fresno <b>ATTACHMENT NO. D3</b> Page 1 of 1
---	--

**EMPLOYMENT DEVELOPMENT DEPARTMENT**  
**STATEMENT OF RESPONSIBILITY**  
**INFORMATION SECURITY CERTIFICATION**

We, Robert Bash, the Director of Internal Services/ Chief Information Officer and Oscar J. Garcia, CPA, Auditor-Controller/Treasurer-Tax Collector hereby certify that County of Fresno 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 Contract No. M0112278.

 INFORMATION SECURITY OFFICER SIGNATURE	 PROGRAM DIRECTOR OR CHIEF INFORMATION OFFICER SIGNATURE
Robert Bash PRINT NAME OF INFORMATION SECURITY OFFICER	Oscar J. Garcia, C.P.A. PRINT NAME
Director of Internal Services/ Chief Information Officer PRINT TITLE	Auditor-Controller/Treasurer-Tax Collector PRINT TITLE
(559) 600-6200 TELEPHONE NUMBER	(559) 600-3496 TELEPHONE NUMBER
rbash@fresnocountyca.gov E-MAIL ADDRESS	ogarcia@fresnocountyca.gov E-MAIL ADDRESS
9/30/19 DATE SIGNED	9-30-19 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 County of Fresno.