

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

0000000390

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

Employment Development Department

CONTRACTOR NAME

Humboldt County District Attorney's Office

2. The term of this Agreement is:

START DATE

November 1, 2022 or upon final approval

THROUGH END DATE

September 30, 2025

3. The maximum amount of this Agreement is:

\$4,190.06 Four Thousand One Hundred Ninety Dollars and Six 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.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Attachment A-1	Specifications	4
Attachment A-2	Single Point Of Contact (SPOC) List	1
+ - Exhibit B	Budget Detail and Payment Provisions	2
+ - Exhibit C *	General Terms and Conditions	GTC 04/2017
+ - Exhibit D	Special Terms and Conditions	1
+ - Exhibit E	Protection of Confidentiality	3
+ - Attachment E-1	Confidentiality Agreement	1
+ - Attachment E-2	Indemnity Agreement	1
+ - Attachment E-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.)

Humboldt County District Attorney's Office

CONTRACTOR BUSINESS ADDRESS

825 5th Street, 1st Floor

CITY

Eureka

STATE

CA

ZIP

95501

PRINTED NAME OF PERSON SIGNING

Jeff Glavich

TITLE

Purchasing Agent

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 0000000390	PURCHASING AUTHORITY NUMBER (If Applicable)
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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, Contract Services Group (IT)

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

DGS Exemption Letter 54.6

EXHIBIT A
(Standard Agreement)

This Agreement is entered into by and between the Employment Development Department, hereinafter referred to as the EDD, and the Humboldt County District Attorney's Office, hereinafter referred to as the EDD Data Recipient. 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 EDD Data Recipient. The EDD Data Recipient agrees to use the confidential information provided by the EDD for the purpose of conducting activities related to investigations and prosecutions of misdemeanor and felony crimes of worker's compensation fraud under our worker's compensation fraud grant program with the State of California.

II. Legal Authority

The EDD shall make this information available to the EDD Data Recipient pursuant to 1095(o) of the California Unemployment Insurance Code (UIC).

The EDD Data Recipient shall request and use the specified information in accordance with 1095(o) of the California Unemployment Insurance Code (UIC).

The EDD agrees that the confidential information provided to the EDD Data Recipient may be disclosed for the purpose of conducting activities related to the investigation of worker's compensation insurance fraud.

III. Agreement Representatives

1. The EDD's contact persons are:

AGREEMENT NEGOTIATIONS, CONFIDENTIALITY, AND TECHNICAL ASSISTANCE

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

Phone: (916) 907-4657

E-mail: Michelle.Xayavong@edd.ca.gov

cc: ISOPrivacyDisclosureUnit@edd.ca.gov

FISCAL

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

Phone: (916) 654-9440

EXHIBIT A
(Standard Agreement)

2. The EDD Data Recipient contact persons are:

AGREEMENT NEGOTIATIONS, FISCAL AND ADMINISTRATION MATTERS

Rachelle Davis
825 5th Street, 4th Floor
Eureka, CA 95501

Phone: (707) 268-2596
E-mail: rdavis@co.humboldt.ca.us

CONFIDENTIALITY AND DATA SECURITY ASSIGNMENTS

Data Security and Integrity:

Thomas Lukins

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

ATTACHMENT A-1
(Standard Agreement)

SPECIFICATIONS

I. METHODOLOGY: CALIFORNIA DEPARTMENT OF TECHNOLOGY SERVICES SECURE ELECTRONIC TRANSMITTAL SERVICE

1. The EDD Data Recipient submits a request for wage, employer, or claim files under Customer Codes **E00639, E00640, E00641** following the EDD specifications through the Secure Electronic Transmittal service hosted by the California Department of Technology Services (CDT) for those individuals who are being investigated of worker's compensation insurance fraud.
2. The EDD retrieves and processes the Social Security Numbers (SSNs) submitted by the EDD Data Recipient.
3. On matching records the EDD produces the data files authorized under this Agreement under Customer Codes **E00639, E00640, E00641** and submits the data files to the attention of the EDD Data Recipient through the secure electronic transmittal system.
4. The EDD Data Recipient retrieves the output data files from the secure electronic transmittal system within twenty (20) days of transfer.
5. On a quarterly basis the EDD invoices the EDD Data Recipient for all SSN transactions submitted and the cost of the secure electronic transmittal account.

II. RESPONSIBILITIES

1. The EDD agrees to:

- a. Set up a Basic User Account and password under Customer Codes **E00639, E00640, E00641** for the EDD Data Recipient to access the CDT secure electronic transmittal system.
- b. Provide the EDD Abstract System Customer Instruction Packet to the EDD Data Recipient to assist the EDD Data Recipient in the implementation of the secure electronic transmittal 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:

Michelle.Xayavong@edd.ca.gov
cc: ISOPrivacyDisclosureUnit@edd.ca.gov

- d. Retrieve the EDD Data Recipient input file from the secure electronic transmittal temporary file storage repository on a daily basis and run the input file against the EDD databases.
- e. Provide the EDD Data Recipient the following Abstract data files for those individuals whose submitted SSN 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) UI Claim History (2 to 4 years old)
 - (6) UI Claim History (Over 4 years old)
 - (7) Disability Insurance (DI) Claim History (Up to 2 years old)

ATTACHMENT A-1
(Standard Agreement)

- (8) DI Claim History (2 to 4 years old)
 - (9) DI Claim History (Over 4 years old)
 - (10) Archive Wage Abstract Report (Over 5 quarters old)
- f. Transfer the response data file to the EDD Data Recipient, through the secure electronic transmittal system under the output Data Set Name (DSN):

Customer Code E00639:

Wages: em_abs_abs220_curwage_abs00639
Employer Address: em_abs_abs260_empladr_abs00639
Current UI/DI Claim: em_abs_abs200_abstrac_abs00639
Archive Wages: em_abs_abs141_arcwages_abs00639

Customer Code E00640:

Wages: em_abs_abs220_curwage_abs00640
Employer Address: em_abs_abs260_empladr_abs00640
Current UI/DI Claim: em_abs_abs200_abstrac_abs00640
Archive Wages: em_abs_abs141_arcwages_abs00640

Customer Code E00641:

Wages: em_abs_abs220_curwage_abs00641
Employer Address: em_abs_abs260_empladr_abs00641
Current UI/DI Claim: em_abs_abs200_abstrac_abs00641
Archive Wages: em_abs_abs141_arcwages_abs00641

- g. Retain the output data file for a period of twenty (20) calendar days in the secure electronic transmittal temporary file repository. On the 21st day, the data file is automatically deleted.
- h. Invoice the EDD Data Recipient on a quarterly basis for all SSN transactions submitted and secure electronic transmittal 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 EDD Data Recipient 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 Codes **E00639**, **E00640**, **E00641** for the EDD Data Recipient to access the CDT secure electronic transmittal system.
- c. Follow the following secure electronic transmittal Password Policy syntactical requirements:
 - The password must contain at least 15 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

ATTACHMENT A-1
(Standard Agreement)

locked. To request the User Account be unlocked, password reset, or for other general account support submit an email message to:

Michelle.Xayavong@edd.ca.gov
cc: ISOPrivacyDisclosureUnit@edd.ca.gov

- e. Create the request for EDD data, following the EDD specifications, for those individuals who are being investigated of worker's compensation insurance fraud.
- 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 one million (1,000,000) SSNs on any daily cycle. Requests exceeding one million (1,000,000) SSNs will process the first one million (1,000,000) SSNs only. SSNs in excess of one million (1,000,000) will be discarded and the EDD Data Recipient will need to resubmit in a future cycle.
- g. Upload the request file into the secure electronic transmittal temporary file storage repository, on an as needed basis, under the input DSN:
 - em_abs_abs010_absreq_abs00639**
 - em_abs_abs010_absreq_abs00640**
 - em_abs_abs010_absreq_abs00641**
- h. Retrieve the response data file from the secure electronic transmittal 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 secure electronic transmittal temporary file storage repository before submitting a new request.
- j. Use the EDD information to the EDD Data Recipient for the sole purpose of conducting activities related to the investigation of worker's compensation insurance fraud.
- k. Comply with the UIC 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. Instruct and oversee all the EDD Data Recipient 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 E – Protection of Confidentiality Provisions; and (4) the sanctions and penalties against unauthorized use or disclosure found in sections 1094 and 2111 of the UIC, section 1798.55 of the California Civil Code, and section 502 of the California Penal Code.
- m. Ensure that all the EDD Data Recipient staff assigned to work with the information provided by the EDD have signed the EDD Confidentiality Statement (Attachment E-1. Rev. 11-2021).
- n. Comply with section 603.9, Title 20 of the Code of Federal Regulations (CFR) with respect to any of the EDD confidential information.
- o. Use the information provided by the EDD only as specifically authorized under this Agreement. Section 1095(u) prohibits a private collection agency from using any EDD information the EDD Data Recipient obtains under this Agreement. Therefore, nothing in this Agreement 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 Agreement.

ATTACHMENT A-1
(Standard Agreement)

- p. Dispose of the EDD's confidential information using an approved method of confidential destruction.
- q. Not release the EDD's confidential information to any other public or private entity without the EDD's prior written consent.
- r. Cooperate with the EDD's authority to monitor this Agreement in accordance with Exhibit E, Section II, paragraphs (e) and (f).
- s. **Pursuant to 20 C.F.R., Part 603.10(c)(1), if the EDD Data Recipient 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 EDD Data Recipient 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.**

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 EDD Data Recipient 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.

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.

EXHIBIT B
(Standard Agreement)

I. BUDGET DETAILS AND PAYMENT PROVISIONS

- a. The maximum amount of this Agreement shall not exceed Four Thousand One Hundred Ninety Dollars and Six Cents (\$4,190.06).
- 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 EDD Data Recipient 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 Agreement. Your Agreement will be charged the administrative cost divided by the number of quarters of the actual term of the contract to total \$1,500. 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 Current Data and Archive Wages per requested product shall be:</u>	<u>Then the cost for Archive UI/DI Data 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 EDD Data Recipient shall be charged for the total number of products requested. Each SSN submitted may generate 1 to 10 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 12 SSNs per quarter (**billing will be at value based on actual volume**), as follows:

EDD ABSTRACT	FORMULA	COST
Wage and Claim Abstract-DE 507	1 product 12 x \$.50101 x 12Q	\$72.15
Employer Address (DE 4989)	1 product 12 x \$.50101 x 12Q	\$72.15
Client Address	1 product 12 x \$.50101 x 12Q	\$72.15
UI Claim History – Current	1 product 12 x \$.50101 x 12Q	\$72.15
UI Claim History – Archive (2-4 yrs)	1 product 12 x \$1.00202 x 12Q	\$144.29
UI Claim History – Archive (Over 4 yrs old)	1 product 12 x \$1.00202 x 12Q	\$144.29
DI Claim History - Current	1 product 12 x \$.50101 x 12Q	\$72.15
DI Claim History – Archive (2-4 yrs)	1 product 12 x \$1.00202 x 12Q	\$144.29
DI Claim History – Archive (Over 4 yrs old)	1 product 12 x \$1.00202 x 12Q	\$144.29
Archive Wage Abstract Report (Over 5 quarters old)	1 product 12 x \$.50101 x 12Q	\$72.15
Administrative Fees		\$1,500.00
SFT Account Fee	\$48.00 x 35 months	\$1,680.00
Total for contract		\$4,190.06

- e. The EDD invoices will reference the EDD Agreement No. **0000000390** and the EDD Customer Codes: **E00639, E00640, E00641**; and shall be submitted for payment to:

Rachelle Davis
 Humboldt County District Attorney's Office
 825 5th Street, 4th Floor
 Eureka, CA 95501

- f. The EDD Data Recipient payment must reference EDD Invoice Number, EDD Agreement No. **0000000390**, and the EDD Customer Codes: **E00639, E00640, E00641**; 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)

SPECIAL TERMS AND CONDITIONS

1. **Force Majeure**

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and riots, and acts of god such as earthquakes, floods, pandemics and other natural disasters, such that performance is impossible.

2. **Workforce Innovation and Opportunity Act**

The Contractor agrees to conform to nondiscrimination provisions of the Workforce Innovation and Opportunity Act (WIOA) and other federal nondiscrimination requirements as referenced in 29 CFR, parts 37 and 38.

3. **Termination**

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

4. **Settlement of Disputes**

Any dispute concerning a question of fact arising under the term of this Agreement which is not disposed of within a reasonable period of time (ten days) by the Contractor and State employees normally responsible for the administration of this contract shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution.

5. **Executive Order N-6-22 – Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

EXHIBIT E
(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.

The EDD Data Recipient 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 section §603.10, Title 20 of the Code of Federal Regulations.
- 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 EDD Data Recipient 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. 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 that meet section 5305.8 of the State Administrative Manual.
- 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.
- g. Immediately upon discovery, notify the EDD Information Security Office (ISO) at InformationSecurityOffice@edd.ca.gov, that there may have been a breach in security which has or may have resulted in the disclosure of confidential information. For purposes of this section, immediately is defined within 24 hours of discovery of the breach.

EXHIBIT E
(Standard Agreement)

The notification must include a detailed description of the incident (such as time, date, location, and circumstances) and identify the EDD Data Recipient personnel responsible (name, title and contact information) for handling breach disclosures. **Please do not include any confidential information in the notification.**

II. MANAGEMENT SAFEGUARDS

- a. Acknowledge that the confidential information obtained by the EDD Data Recipient 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 E-1).
- d. Return the following completed documents to the EDD Contract Services Group:
 - The EDD Indemnity Agreement (Attachment E-2): Required to be completed by the EDD Data Recipient Chief Financial Officer or authorized Management Representative.
 - The EDD Statement of Responsibility Information Security Certification (Attachment E-3): 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 E-1) 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 (e) 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 [§1137\(a\)\(5\)\(B\) of the Social Security Act](#).

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 section 1094(b) of the UIC. Section §1095(u) of the UIC 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.
- 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.

EXHIBIT E
(Standard Agreement)

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. The EDD Data Recipient 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 EDD Data Recipient, 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 _____ Humboldt County District Attorney's Office
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 (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)
Humboldt County District Attorney's Office

 Print Name of Requesting Agency

 Signature

 Date Signed

Check the appropriate box:

<input type="checkbox"/> Employee	<input type="checkbox"/> Student
<input type="checkbox"/> Subcontractor	<input type="checkbox"/> Volunteer
<input type="checkbox"/> Other	

 Explain

EMPLOYMENT DEVELOPMENT DEPARTMENT INDEMNITY AGREEMENT

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

Humboldt County District Attorney's Office

(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:

Humboldt County District Attorney's Office

(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 does not maintain the confidentiality of the information or publishes or opens the information to public inspection in any manner 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. (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

Jeff Glavich

Print Full Name

Signature

As Purchasing Agent

Print Title

Date Signed

Of Humboldt County District Attorney's Office

Print Name of Requesting Entity

Enter Name Governmental Sponsor/Entity

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

We, Senior IT Security Analyst and the Information Systems Analyst hereby certify that the Humboldt County District Attorney's Office has in place the safeguards and security requirements stated in this Agreement meet the requirements of sections 13400 – 13407 of the California Government Code and sections 603.9 and 603.10 of Title 20 of the Code of Federal Regulations. The Humboldt County District Attorney's Office therefore accepts responsibility for ensuring compliance with these requirements, as set forth in Exhibit "E" of the EDD Agreement No. 0000000390.

SIGNATURE

Thomas Lukins

PRINT NAME

Senior IT Security Analyst

PRINT TITLE

(707) 268-3671

TELEPHONE NUMBER

tlukins@co.humboldt.ca.us

E-MAIL ADDRESS

DATE SIGNED

SIGNATURE

Thomas Pinto

PRINT NAME

Information Systems Analyst

PRINT TITLE

(707) 268-2565

TELEPHONE NUMBER

tpinto@co.humboldt.ca.us

E-MAIL ADDRESS

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 Humboldt County District Attorney's Office.