

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 0000000362	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Employment Development Department

CONTRACTOR NAME

Yolo County Sheriff's Office

2. The term of this Agreement is:

START DATE

August 1, 2022, or upon final approval

THROUGH END DATE

June 30, 2025

3. The maximum amount of this Agreement is:

\$747.00 Seven Hundred Forty-Seven 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.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Attachment A-1	Specifications	4
Attachment A-2	Authorization for Release of Records	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.)

Yolo County Sheriff's Office

CONTRACTOR BUSINESS ADDRESS

140 Tony Diaz Drive

CITY

Woodland

STATE

CA

ZIP

95776

PRINTED NAME OF PERSON SIGNING

Angel Barajas

Approved as to Form:

By 
Philip J. Pogledich, County Counsel

TITLE

Chair, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 0000000362	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 No. 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 Yolo County Sheriff'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 under this Agreement to conduct law enforcement employment background investigations for sworn officer and non-sworn candidates.

II. Legal Authority

The EDD agrees to the disclosure of personal and/or confidential information to the EDD Data Recipient pursuant to section §603.5, Title 20 of the Code of Federal Regulations (CFR) and the section §1798.24(b) of the California Civil Code (CIV)—*valid consent authorization from the data subject*.

The EDD Data Recipient agrees to submit a valid consent authorization—*signed and dated by the individual who is the subject of the request*—for each individual listed on the request form(s) submitted to the EDD pursuant to section §603.5, Title 20, CFR and the section §1798.24(b) of the CIV for the sole purpose of conducting background investigations for applicant of sworn and non-sworn law enforcement positions.

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 AND ADMINISTRATION & FISCAL MATTERS

Selena Hobbs, or designee
Yolo County Sheriff's Office
140 Tony Diaz Drive
Woodland, CA 95776
Phone: 530-406-5191
E-mail: selena.hobbs@yolocounty.org

CONFIDENTIALITY AND DATA SECURITY ASSIGNMENTS

Data Security and Integrity: Keli Teuscher

Internal distribution of the EDD products: Keli Teuscher

Only the following personnel are authorized to request and use the EDD's confidential information and complete DE 8720-ISO or DE 8720A-ISO forms:

NAME	PREPARER CODE
Keli Teuscher	KT91

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

1. The EDD Data Recipient staff authorized under this Agreement to request the EDD's confidential information:
 - a. Complete, sign, and date the EDD forms—"Request for Wage and Claim Information" (DE 8720-ISO) and/or "Request for Archive Wage Information" (DE 8720A-ISO) certifying to the validity of each consent authorization.
 - b. Submit to the EDD for each Social Security Number (SSN) entered in the DE 8720-ISO and/or DE 8720A-ISO under the assigned EDD Customer Code **E00691**, a valid "Authorization for Release of Records" (Attachment A-2), signed and dated by the individual who is the subject of the request.
2. The EDD reconciles the DE 8720-ISO/DE 8720A-ISO forms against the Authorizations for Release of Records, and key enters only the qualifying SSNs. The EDD will not process or return:
 - a. SSNs without an Authorization for Release of Records attached.
 - b. Illegible DE 8720-ISO/DE 8720A-ISO and/or Authorizations for Release of Records.
 - c. Invalid Authorizations for Release of Records.
 - d. Altered Authorizations for Release of Records.
3. On matching SSNs, the EDD produces the Abstract System (ABS) reports authorized under this Agreement.
4. On a quarterly basis, the EDD invoices the EDD Data Recipient for all SSN transactions key entered (matched and/or unmatched SSNs).

II. RESPONSIBILITIES

1. **The EDD agrees to:**
 - a. Provide an electronic template of the DE 8720-ISO, DE 8720A-ISO, and Authorization for Release of Records forms for the EDD Data Recipient to reproduce.
 - b. Provide a PowerPoint "completion instructions" training module to be used by the EDD Data Recipient to train its staff on how to complete the EDD forms and read the ABS reports provided by the EDD.
 - c. Use the SSNs provided by the EDD Data Recipient on the EDD DE 8720-ISO or DE 8720A-ISO forms, under the assigned EDD Customer Code: **E00691**, to search the EDD files. On positive matches, the EDD will provide the following EDD ABS reports:
 - (1) Wage and Claim Abstract (DE 507)
 - (2) Archive Wage Abstract Report (Over 5 quarters old)

ATTACHMENT A-1
(Standard Agreement)

- d. Process only the DE 8720-ISO or DE 8720A-ISO requests that are completed to the EDD's specifications and mailed by the EDD Data Recipient to the EDD's Information Security Office at:

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

- e. Mail the EDD Data Recipient reports to the EDD Data Recipient staff person assigned responsibility for the internal security, confidentiality, and dissemination of the EDD's confidential information to other EDD Data Recipient staff:

**Keli Teuscher, Sheriff's Human Resource Technician
Yolo County Sheriff's Office
140 Tony Diaz Drive
Woodland, CA 95776**

- f. 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. Train all the EDD Data Recipient staff authorized to use and request the EDD's confidential information under Exhibit A, Section III.(2.) of this Agreement, on the proper completion of the DE 8720-ISO, the DE 8720A-ISO, and the Authorization for Release of Records form.
- c. Obtain a valid Authorization for Release of Records from all individuals whose names have been provided by their employers as applicants for sworn officer or non-sworn positions and whose information will be requested.
- d. Include with each SSN entered on the DE 8720-ISO/DE 8720A-ISO forms a valid and corresponding Authorization for Release of Records –*signed and dated by the individual who is the subject of the request.* A valid Authorization for Release of Records must be:
 1. In writing.
 2. Fully completed, signed, and dated by the data subject.
 3. Presented to the EDD within 30 days of the date it is signed or within the time limit specified in the consent authorization itself if a longer duration is applicable, not to exceed 12 months.
 4. Specific in terms of:
 - (a.) To whom **(the EDD)** the consent authorization is directed.
 - (b.) The time period for the information requested.
 - (c.) The type of information to be disclosed.
 5. State the purpose for the request and the benefit to the data subject. In the case of a redisclosure to a fourth entity, the data subject must also authorize said redisclosure and the fourth party must be clearly identified.

ATTACHMENT A-1
(Standard Agreement)

- e. Verify that the Authorization for Release of Records is complete and correct. No erasures or corrections may be made by the EDD Data Recipient without the authorization of the data subject. If any error has been made, have the data subject make and initial the correction or complete a new form.
- f. Submit all requests under the EDD Customer Code: **E00691**, and use the preparer code field on the DE 8720-ISO/DE 8720A-ISO forms for internal distribution purposes.
- g. Certify on the DE 8720-ISO and the DE 8720A-ISO that the inquiry for confidential information is in full compliance with California disclosure laws and administrative policies as specified in this Agreement. Only the staff specifically authorized to request information under this Agreement may certify to its accuracy.
- h. Request the ABS reports authorized in this Agreement on DE 8720-ISO/DE 8720A-ISO forms on an "as needed" basis. Mail the forms completed to the EDD specifications to:

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

- i. Use the information provided by the EDD for the sole purpose of conducting employment background investigations for sworn officer and non-sworn positions' candidates.
- j. Comply with the Unemployment Insurance Code (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.
- k. Oversee the EDD Data Recipient staff in their use of confidential information received from the EDD.
- l. Instruct 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, the section 1798.55 of the CCC, and the 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 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) of the UIC prohibits a private collection agency from using any of the 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.
- p. Dispose of the EDD's confidential information using an approved method of confidential destruction.

ATTACHMENT A-1
(Standard Agreement)

- 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 federal law, 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 (20 C.F.R., Part 603.10(c)(1)).**

3. Joint Responsibilities. Both parties agree to:

- a. Designate staff to have primary responsibility for program liaison, coordination of activities, and to meet, when necessary, to further redefine specific program procedures.
- b. Not disclose any of the EDD or the 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.

ATTACHMENT A-2
(Standard Agreement)

AUTHORIZATION FOR RELEASE OF RECORDS

To: **State of California**
Employment Development Department
Information Security Office
PO Box 826880, MIC 33
Sacramento, CA 94280-0001

I, _____, authorize the Employment
(TYPE OR PRINT) NAME OF INDIVIDUAL WHOM THE EDD INFORMATION PERTAINS

Development Department (EDD) to release a copy of the following EDD records pertaining to me:

- Unemployment Insurance Payment History
- Disability Insurance Payment History
- Wages by quarter as reported by my employers
- Other _____

(SPECIFY TYPE OF RECORD)

covering the period from _____ to _____
MONTH/DAY/YEAR MONTH/DAY/YEAR

To the following individual or entity:

Keli Teuscher

NAME OF PERSON TO WHOM RECORDS ARE TO BE SENT

Yolo County Sheriff's Office

NAME OF ORGANIZATION

140 Tony Diaz Drive

ADDRESS

Woodland, CA 95776

CITY, STATE, ZIP CODE

I authorize the above referenced individual/entity to use the information provided by EDD only for the following purpose(s) and expected benefit to data subject:

Use the information provided by the EDD for the sole purpose of conducting employment background investigations for sworn officer and non-sworn officer position candidates.

This Authorization shall remain in effect for 90 days from the date signed below

or until _____ (Not to exceed 12 months from signature date below.)

ENTER OTHER EXPIRATION DATE

Date: _____
MONTH/DAY/YEAR

Signature: _____
INDIVIDUAL WHO IS THE SUBJECT OF THE REQUEST

Social Security Number: _____

The disclosure of your social security number is voluntary. However, since most EDD records are filed by social security number, EDD may be unable to locate any or all of the records requested without disclosure of your social security number.

EXHIBIT B
 (Standard Agreement)

I. BUDGET DETAIL AND PAYMENT PROVISIONS

- a. The maximum amount of this Agreement shall not exceed Seven Hundred Forty-Seven Dollars and Zero Cents (\$747.00).
- 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 EDD Data Recipient shall reimburse the EDD the total amount due, based on the following product rate structure:

Requested Products Rate Structure

<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>
100 or less	\$ 1.0375	\$2.075
101 - 500	.4375	.875
501 or more	.25	.50

- c. The EDD Data Recipient shall be charged for the total number of products requested. Each SSN submitted may generate 1 to 2 products, depending on the types of ABS reports requested.
- d. The maximum amount of this Agreement has been computed, based on an estimated 30 SSNs per quarter (**billing will be at value based on actual volume**), as follows:

EDD ABSTRACT	FORMULA		COST
Current Wage & Claim (DE 507)	1 product	30 x 1.0375 x 12Q	\$373.50
Archive Wage Records	1 product	30 x 1.0375 x 12Q	\$373.50
Total for contract			\$747.00

- e. The EDD Invoices will reference the EDD Agreement No. **0000000362** and the EDD customer code **E00691**; and shall be submitted for payment to:

Finance
 Yolo County Sheriff's Office
 140 Tony Diaz Drive
 Woodland, CA 95776

- f. The EDD Data Recipient payments must reference the EDD Invoice Number, the EDD Agreement No. **0000000362** , and the EDD customer code **E00691**; and be submitted to:

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

EXHIBIT B
(Standard Agreement)

- 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.

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 **Yolo County Sheriff'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:

<ul style="list-style-type: none"> • Wage Information • Employer Information • Claimant Information • Tax Payer Information 	<ul style="list-style-type: none"> • Applicant Information • Proprietary Information • Operational Information (manuals, guidelines, procedures)
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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)
Yolo County Sheriff'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,

Yolo County Sheriff'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:

Yolo County Sheriff'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

Tom A. Lopez

Print Full Name



Signature

As Sheriff-Coroner-Public Administrator

Print Title

6/21/2022

Date Signed

Of Yolo County Sheriff's Office

Print Name of Requesting Entity

Enter Name Governmental Sponsor/Entity

Approved as to Form:

By: 
Philip J. Pogledich, County Counsel

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

We, the Captain and the Sheriff's Human Resources Technician hereby certify that the Yolo County Sheriff's Office has in place the safeguards and security requirements stated in this Agreement that 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 Yolo County Sheriff's Office therefore accepts responsibility for ensuring compliance with these requirements, as set forth in Exhibit "E" of the EDD Agreement No. 0000000362.



 SIGNATURE
 Matt Davis

 PRINT NAME
 Captain

 PRINT TITLE
 530 668 5280

 TELEPHONE NUMBER
 matt.davis@yolocounty.org

 E-MAIL ADDRESS
 4/21/2022

 DATE SIGNED



 SIGNATURE
 Keli Teuscher

 PRINT NAME
 Sheriff's Human Resources Technician

 PRINT TITLE
 530-668-5285

 TELEPHONE NUMBER
 Keli.teuscher@yolocounty.org

 E-MAIL ADDRESS
 6/21/2022

 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 Yolo County Sheriff's Office.