

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 PAGES

AGREEMENT NUMBER <b>0000000460 Am.1</b>	AMENDMENT NUMBER <b>1</b>	Purchasing Authority Number
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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, 2023 or upon final approval

THROUGH END DATE

June 30, 2026

3. The maximum amount of this Agreement after this Amendment is:

\$2,292.88 Two Thousand Two Hundred Ninety-Two Dollars and Eighty-Eight Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

This Agreement entered into on August 1, 2023 by and between the Employment Development Department and the Yolo County Sheriff's Office is hereby amended to:

Add \$372.00 to the Contract and revise Exhibit B  
Add an additional E-code (E00653) and revise the following Exhibits and Attachments.

Specific:

Delete Attachment A-1 Specifications, in its entirety and replace with the attached revised Attachment A-1.  
Delete Attachment A-2 Authorization for Release of Records, in its entirety and replace with the attached revised Attachment A-2.  
Add Attachment A-3 SPOC Sheet.  
Delete Exhibit B Budget Detail and Payment Provisions, in its entirety and replace with the attached revised Exhibit B.

The effective date of this amendment is December 1, 2023

*All other terms and conditions shall remain the same.**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 Sheriffs Office

CONTRACTOR BUSINESS ADDRESS

140 Tony Diaz Drive

CITY

Woodland

STATE

CA

ZIP

95776

PRINTED NAME OF PERSON SIGNING

Oscar Villegas

TITLE

Chair, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

Approved as to Form:

By:   
Philip J. Pogledich, County Counsel

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**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Employment Development Department

CONTRACTING AGENCY ADDRESS

722 Capitol Mall, 62-C

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Matthew Tokeshi-Nitta

TITLE

Manager, Contract Services Group

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**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 EDD confidential data under Customer Codes **E00653 and E00691** following the EDD specifications through the end-to-end encrypted, Secure Electronic Transmittal service hosted by the California Department of Technology Services (CDT).
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 the assigned customer code 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 user account and password under the assigned customer code for the EDD Data Recipient to access the CDT secure electronic transmittal system.
- b. Provide training 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](mailto:Michelle.Xayavong@edd.ca.gov)  
cc: [ISOPrivacyDisclosureUnit@edd.ca.gov](mailto: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 Read Ready Abstract data files for those individuals whose submitted SSN match the EDD records:
  - (1) Wage and Claim Abstract (DE 507)
  - (2) 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), using the numerical values of each assigned customer code to replace the X characters:

**Wages: em\_abs\_abs220\_curwage\_absXXXXX**  
**Archived Wages Read Ready: em\_abs\_abs246\_arcwage\_absXXXXX**

**ATTACHMENT A-1**  
*(Standard Agreement)*

- g. Retain the output data file for a period of twenty (20) calendar days in the secure electronic transmittal temporary file repository. On the 21<sup>st</sup> 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.
- j. Request a random sample of signed consent forms from the EDD Data Recipient. The sample size will be approximately .25% of the files submitted, and the individual consent forms will be requested and reviewed by the EDD Information Security Office.
- k. Complete an audit of consent forms for all individuals in the file if the sample does not pass at 100%, as detailed in Exhibit E Protection of Confidentiality which permits the EDD to make on-site inspections to ensure that the terms of this Agreement are being met.

**2. The EDD Data Recipient agrees to:**

- a. Establish a new password at first logon to the user account.
- b. Change the 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:

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

- c. Obtain a valid signed consent form from each participant prior to submitting a request for data, as informed consent is required from each program participant pursuant to Title 20, Code of Federal Regulations §603.5(d).
- d. Maintain all signed consent forms during the Agreement term dates and for 3 years after the Agreement end date, and provide a copy to the EDD upon request as documented in the EDD's Responsibilities section above.
- e. Submit only the SSNs of individuals who authorized the disclosure of specific information through valid consent forms as authorized under this Agreement. The EDD Data Recipient shall maintain valid consent forms meeting the requirements of section §3544(b)(1), Title 42 of the USC, and the section §1798.24(b) of the California Civil Code. EDD will provide an authorized consent form for use with requests. A valid consent authorization must be:
  - 1. In writing;
  - 2. Fully completed, signed and dated by the data subject;
  - 3. Specific in terms of:
    - a. To whom (the EDD) the consent authorization is directed;
    - b. To whom the information will be released;
    - c. The time period for the information requested; and
    - d. The type of information to be disclosed.
  - 4. State the purpose for the request and the benefit to the data subject.

**ATTACHMENT A-1**  
*(Standard Agreement)*

- 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. Use the numerical values of each assigned customer code to replace the X characters:

**em\_abs\_abs010\_absreq\_absXXXXX**

- h. Retrieve the response data file from the secure electronic transmittal 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 secure electronic transmittal temporary file storage repository before submitting a new request.
- j. Adhere to the EDD security and confidentiality requirements as identified in Exhibit E, including, but not limited to, ensuring that all staff assigned to work with the information provided by the EDD understand the confidential nature of the information and have signed the EDD Vendor/Contractor Confidentiality Statement (Attachment E-1).
- k. 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.

**ATTACHMENT A-2**  
(Standard Agreement)

**Authorization for Release of Records**

1. Instructions: This form must be completely filled out and kept securely on file. The completed form must be provided to the EDD Information Security Office upon request. See the Instructions Sheet for additional information.

<b>2. Individual / Data Subject Information:</b>		
First Name:	Middle Initial:	Last Name:
<b>3. EDD Unique Identification Number:</b>		
SSN*:		
<b>4. Specific Confidential Information and Period of Records to Be Released:</b>		
<input type="checkbox"/> Wage History Report by Quarters: Last 5 quarters available	<input type="checkbox"/> Archive Wage History Report by Quarters:	
	Beginning date: _____	End Date: _____
	MM/DD/YYYY	MM/DD/YYYY
<b>5. To Be Released to the Following Requestor: Check only one below</b>		
<input checked="" type="checkbox"/> <b>Third Party</b> <input type="checkbox"/> <b>Legal Representative</b> <input type="checkbox"/> <b>Self</b>		
<b>6. Requestor / Representative Information:</b>		
First Name:	Middle Initial:	Last Name:
Business Name: Yolo County Sheriff's Office		
Address: 140 Tony Diaz Drive	City/State: Woodland, CA	Zip Code: 95776
<b>Legal Authority to Request Confidential Information**:</b>		
<input type="checkbox"/> Unemployment Insurance Code (UIC): _____		
<input type="checkbox"/> Other (list specific law): section <u>§603.5, Title 20 of the Code of Federal Regulations (CFR) and the section §1798.24(b) of the California Civil Code (CIV)</u> _____		

7. I, \_\_\_\_\_ authorize the above referenced Requestor/Representative to use  
Individual/Data Subject

the information provided by the Employment Development Department only for the following purpose(s) and expected benefit to the data subject: Conduct a background investigation for an employment application to a sworn or non-sworn law enforcement position.

8. This authorization for release of confidential information shall remain in effect for 30 days from the date signed below or until \_\_\_\_\_ (no later than one year from the date signature). A copy of this authorization shall be as valid as the original. MM/DD/YYYY

Signature: \_\_\_\_\_  
Individual/Data Subject Signature

Date: \_\_\_\_\_  
MM/DD/YYYY

\*Providing a social security number on this form is voluntary and if you provide a social security number, it will be used solely for the purpose of locating the requested records. If you choose not to provide a social security number, the Employment Development Department may be unable to locate any or all requested records due to the Employment Development Department's use of social security numbers for record identification and filing purposes. Privacy Act of 1974 Section 7(b) (Public Law 93-579).

**ATTACHMENT A-2**  
*(Standard Agreement)*

**Instructions Sheet for Completing  
Authorization for Release of Records**

1. This form must be completely filled out and kept securely on file. The completed form must be provided to the EDD ISO upon request.
2. **Individual / Data Subject Information:** If you are requesting someone else's records, provide their information.
3. **EDD Unique Identification Number:** Provide Social Security Number (SSN)\*.
4. **Specific Confidential Information and Period of Records to Be Released:** Check the specific type of records to be released and provide the beginning and end dates of records you are requesting.

When requesting Wage History Reports, please refer to the quarter chart below:

Quarter 1: January 1 – March 31
Quarter 2: April 1 – June 30
Quarter 3: July 1 – September 30
Quarter 4: October 1 – December 31

5. **To Be Released to the Following Requestor:** This has been defaulted to Third-Party per the contract.
6. **Requestor/Representative Information:** Provide information for entity who will receive the data. Provide legal authority for entity to request the confidential information.
7. Provide individual's/data subject's name and purposes for use of information provided by the EDD and expected benefit to individual signing the release that such individual expects to receive as a result of signing the release.
8. The authorization will remain in effect for 30 days from the date it was signed unless stated otherwise. The individual/data subject must sign and date the authorization.

**ATTACHMENT A-3**  
*(Standard Agreement)*

**SPOC LISTING**

**SINGLE POINT(S) OF CONTACT**

<b>E-Code</b>	<b>SPOC NAME</b>	<b>ADDRESS</b>	<b>PHONE</b>	<b>EMAIL</b>
E00653	Dale Cannon	140 Tony Diaz Drive, Woodland, CA 95776	(530) 902-9759	<a href="mailto:dale.cannon@yolocounty.org">dale.cannon@yolocounty.org</a>
E00691	Sara Khaliki	140 Tony Diaz Drive, Woodland, CA 95776	(530) 668-5285	<a href="mailto:sara.khaliki@yolocounty.org">sara.khaliki@yolocounty.org</a>

**EXHIBIT B**  
*(Standard Agreement)*

**I. BUDGET DETAILS AND PAYMENT PROVISIONS**

- a. The maximum amount of this Agreement shall not exceed Two Thousand Two Hundred Ninety-Two Dollars and Eighty-Eight Cents (**\$2,292.88**).
- 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:
  - \$12.00 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
  - \$0.00121 per product charge
- 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 Abstract System 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
Wage and Claim Abstract (DE 507)	1 product	30 x 0.00121 x 12Q	\$0.44
Archive Wages	1 product	30 x 0.00121 x 12Q	\$0.44
Administrative Fees			\$1,500.00
SFT Account Fee (E00691)		\$12.00 x 35 Months	\$420.00
SFT Account Fee (E00653)		\$12.00 x 31 Months	\$372.00
<b>Total for contract</b>			<b>\$2,292.88</b>

- e. The EDD invoices will reference the EDD Agreement No. **0000000460 Am.1**, and the EDD Customer Codes: **E00653 and E00691**; and shall be submitted for payment to:

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

**EXHIBIT B**  
*(Standard Agreement)*

- f. The EDD Data Recipient payment must reference the EDD Invoice Number, EDD Agreement No. **0000000460 Am.1**, and the EDD Customer Codes: **E00653 and E00691**; and be submitted to:

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