

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number
20-293 A1

SAP Number
4400015221

District Attorney

Department Contract Representative Telephone Number Claudia Walker (909) 382-7689

Contractor State of CA Employment Development Department
Contractor Representative Cory Buttler
Telephone Number (916) 654-7549
Contract Term 5/1/2020 - 4/30/2023
Original Contract Amount \$8,676
Amendment Amount \$400
Total Contract Amount \$9,076
Cost Center 4505001000

CONTRACT 20-293 AMENDMENT NO. 1

Amendment No. 1 to Contract No. 20-293 between State of California Employment Development Department (EDD) and the County of San Bernardino through the District Attorney's Office (DA) to add staff to the contract for access to EDD's confidential records. This system provides another tool for DA staff during an investigation to locate victims and witnesses of crime or persons suspected of committing a crime.

This amendment adds one additional user to the existing agreement, resulting in de minimis increase of \$400 for the duration of the agreement. The amendment also includes routine administrative changes. There are no substantive changes to the agreement.

All other terms and conditions shall remain unchanged. The Agreement shall remain in full force and effect as modified by this Amendment.

FOR COUNTY USE ONLY

Approved as to Legal Form Katherine Hardy, Deputy County Counsel Date 4-16-21	Reviewed for Contract Compliance Date	Reviewed/Approved by Department Jason Anderson, District Attorney Date 4/24/21
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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT - AMENDMENT

SCO ID:

Cleared
 CSG
 5/13/21 *CB*

STD 213A (Rev. 4/2020)

<input checked="" type="checkbox"/> CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 15 PAGES	AGREEMENT NUMBER 000000113	AMENDMENT NUMBER 1	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

San Bernardino County District Attorney's Office

2. The term of this Agreement is:

START DATE

May 1, 2020 or upon final approval

THROUGH END DATE

April 30, 2023

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

\$9,076.00 Nine Thousand Seventy-Six Dollars and Zero 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:

The Agreement entered into May 1, 2020 by and between the Employment Development Department and the San Bernardino County District Attorney's Office is hereby amended to:

Change the total agreement amount, add an additional E-code, and add additional staff.

Specific:

- Exhibit A, Scope of Work, is deleted and replaced in its entirety with the attached revised Exhibit A
- Attachment A-1, Specifications, is deleted and replaced in its entirety with the attached revised Attachment A-1.
- Attachment A-2, SPOC Listing, is added in its entirety.
- Exhibit B, Budget Detail and Payment Provisions, is deleted and replaced in its entirety with the attached revised Exhibit B.
- Exhibit D, Protection of Confidentiality, is deleted and replaced in its entirety with the attached revised Exhibit D.
- Attachment D-1, Confidentiality Agreement, is deleted and replaced in its entirety with the attached revised Attachment D-1.
- Attachment D-2, Indemnity Agreement, is deleted and replaced in its entirety with the attached revised Attachment D-2
- Attachment D-3, Statement of Responsibility, is deleted and replaced in its entirety with the attached revised Attachment D-3.

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.)

San Bernardino County District Attorney's Office

CONTRACTOR BUSINESS ADDRESS

303 W. 3rd Street, 6th Floor

CITY

San Bernardino

STATE

CA

ZIP

92415

PRINTED NAME OF PERSON SIGNING

Jason Anderson

TITLE

District Attorney

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

4/22/21

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 15 PAGES

AGREEMENT NUMBER 000000113	AMENDMENT NUMBER 1	Purchasing Authority Number
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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

Sheri L. Collins

TITLE

Manager, Contract Services Group

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Sheri L Collins

DATE SIGNED

5/13/2021

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A
(Standard Agreement)

This Agreement is entered into by and between the Employment Development Department, hereinafter referred to as the EDD, and the County of San Bernardino on behalf of the San Bernardino District Attorney's Office, hereinafter referred to as the SBCDA. 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 Employer and Client Address information to the SBCDA. The SBCDA agrees to use the EDD confidential information for locating victims, suspects, missing persons, potential witnesses, or persons for whom a felony arrest warrant has been issued, when the information is requested in the course of, and as a part of an investigation into the commission of a crime when there is a reasonable suspicion that the crime is a felony and that the information would lead to relevant evidence.

II. Legal Authority

The EDD shall make this information available to the SBCDA pursuant to section 1095(i) of the Unemployment Insurance Code (UIC).

The SBCDA shall request and use the specified information in accordance with section 1095(i) of the UIC and section 830.1 of the California Penal Code.

III. Agreement Representatives

1. The EDD's contact persons are:

AGREEMENT NEGOTIATIONS, CONFIDENTIALITY, AND TECHNICAL ASSISTANCE

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

Phone:

E-mail: Ivory.Mitchell@edd.ca.gov

cc: ISOPrivacyDisclosureUnit@edd.ca.gov

FISCAL

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

Phone: (916) 654-9210

E-mail: Sen.Vue@edd.ca.gov

EXHIBIT A
(Standard Agreement)

2. The SBCDA contact persons are:

AGREEMENT NEGOTIATIONS AND ADMINISTRATION

Claudia Walker or Designee
Chief, Bureau of Administration
San Bernardino District Attorney's Office
303 W. 3rd Street, 6th Floor
San Bernardino, CA 92415
Phone: (909) 382-7689
E-mail: cwalker@sbcda.org

FISCAL MATTERS

Karen White or Designee
Supervisor, Bureau of Administration
San Bernardino District Attorney's Office
303 W. 3rd Street, 6th Floor
San Bernardino, CA 92415
Phone: (909) 382-3674
E-mail: kwhite@sbcda.ca.gov

CONFIDENTIALITY AND DATA SECURITY ASSIGNMENTS

Data Security and Integrity:

Steven Arias

Internal distribution of the EDD products:

Eric Bremner

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: DEPARTMENT OF TECHNOLOGY SERVICES SECURE FILE TRANSFER

1. The SBCDA submits a request for LE 1095(i) Locator Reports under Customer Codes E00526 and E00595 following the EDD specifications through the Secure File Transfer (SFT) service hosted by the California Department of Technology Services (CDT) for the purpose of investigating felony victims, suspects, missing persons, potential witnesses, or persons for whom a felony arrest warrant has been issued.
2. The EDD retrieves and processes the Social Security Numbers (SSNs) submitted by the SBCDA.
3. On matching records the EDD produces the data files authorized under this agreement under Customer Code E00526 and E00595 and submits the data files to the attention of the SBCDA through the SFT system.
4. The SBCDA retrieves the output data files from the SFT system within twenty (20) days of transfer.
5. On a quarterly basis the EDD invoices the SBCDA for all SSN transactions submitted and the cost of the SFT account.

II. RESPONSIBILITIES

1. The EDD agrees to:

- a. Set up a Basic User Account and password under Customer Code E00526 and E00595 for the SBCDA to access the CDT SFT system.
- b. Assign copies of the CDT SFT Basic User Manual and the EDD Abstract System Customer Instruction Packet to the SBCDA to assist the SBCDA in the implementation of the SFT 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:

Ivory.Mitchell@edd.ca.gov
cc: ISOPrivacyDisclosureUnit@edd.ca.gov

- d. Retrieve the SBCDA input file from the SFT temporary file storage repository on a daily basis and run the input file against the EDD databases.
- e. Provide the SBCDA the following Abstract data files for those individuals whose submitted social security numbers match the EDD records:
 - (1) LE 1095(i) Locator Report
- f. Transfer the response data file to the SBCDA, through the SFT system under the output DSN:
LE 1095(i) Locator Report: em_abs_abs251_sftrpts_abs00526
LE 1095(i) Locator Report: em_abs_abs251_sftrpts_abs00595
- g. Retain the output data file for a period of twenty (20) calendar days in the SFT temporary file repository. On the 21st day, the data file is automatically deleted.
- h. Invoice the SBCDA on a quarterly basis for all SSN transactions submitted and SFT account cost.

ATTACHMENT A-1
(Standard Agreement)

- 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 SBCDA agrees to:

- a. Request only the EDD information specifically authorized under this Agreement.
- b. Establish a new password at first logon to the Basic User Account established under Customer Code E00526 and E00595 for the SBCDA to access the CDT SFT system.
- c. Follow the following SFT 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 locked. To request User Account support submit an email message to:

Ivory.Mitchell@edd.ca.gov

cc: ISOPrivacyDisclosureUnit@edd.ca.gov

- e. Create the request for LE 1095(i) Locator Reports, following the EDD specifications, for felony victims, suspects, missing persons, potential witnesses, or persons for whom a felony arrest warrant has been issued.
- 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 SBCDA will need to resubmit in a future cycle.
- g. Upload the request file into the SFT temporary file storage repository, on an as needed basis, under the input DSN:

em_abs_abs010_absreq_abs00526
em_abs_abs010_absreq_abs00595
- h. Retrieve the response data file from the SFT 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 SFT temporary file storage repository before submitting a new request.
- j. Use the EDD information to assist in the investigations of felonies or suspected felonies.
- 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. Oversee the SBCDA staff in their use of confidential information received from the EDD.

ATTACHMENT A-1
(Standard Agreement)

- m. Instruct all the SBCDA staff with access to the information provided by the EDD under this Agreement regarding the: (1) the confidential nature of the information; (2) the requirements of this Agreement; (3) the need to adhere to the security and confidentiality provisions outlined in Exhibit D – Protection of Confidentiality Provisions; and (4) the sanctions and penalties against unauthorized use or disclosure found in sections 1094 and 2111 of the UIC, section 1798.55 of the California Civil Code, and section 502 of the California Penal Code.
 - n. Ensure that all SBCDA staff assigned to work with the information provided by the EDD have signed the EDD Confidentiality Statement (Attachment D-1. Rev 072017).
 - o. Comply with section 603.9, Title 20 of the Code of Federal Regulations Section with respect to any of the EDD confidential information.
 - p. 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 EDD information the SBCDA 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.
 - q. Dispose of the EDD's confidential information using an approved method of confidential destruction.
 - r. Not release the EDD's confidential information to any other public or private entity without the EDD's prior written consent.
 - s. Cooperate with the EDD's authority to monitor this Agreement in accordance with Exhibit D, Section II, paragraphs (e) and (f).
 - t. **Pursuant to 20 C.F.R., Part 603.10(c)(1), if the SBCDA 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 SBCDA 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 SBCDA information to any person or agency other than those authorize specifically under this Agreement.
 - c. Cooperate fully and furnish such assistance as may be mutually agreed upon by the parties hereto as being necessary and appropriate for proper performance of this Agreement.

4. Disputes:

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.

ATTACHMENT A-1
(Standard 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.

IV. TERMINATION CLAUSE

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

ATTACHMENT A-2
(Standard Agreement)

SPOC LISTING

CUSTOMER CODE	SPOC NAME AND ADDRESS	PHONE	EMAIL
E00526	Angela Doty 303 W. 3 rd Street, Ground Floor San Bernardino, CA 92415	(909) 382-3868	adoty@sbcda.org
E00595	Jessica Planas 303 W. 3 rd Street, Ground Floor San Bernardino, CA 92415	(909) 382-3624	JPlanas@sbcda.org

EXHIBIT B
(Standard Agreement)

I. BUDGET DETAILS AND PAYMENT PROVISIONS

- a. The maximum amount of this Agreement shall not exceed Nine Thousand Seventy-Six Dollars and No Cents (\$9,076.00).
- 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 SBCDA shall reimburse EDD the total amount due, based on the following product rate structure:
 - \$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 an Agreement, which averages \$1,500 per Agreement. For a three year Agreement, the administrative fee will be charged at a rate of \$125 per quarter. These costs are computed in accordance with Sections 8752 and 8752.1 of the State Administrative Manual; and
 - \$2.00 per SSN for each LE 1095(i) Locator Report requested.
- c. The SBCDA shall be charged for the total number of products requested. Each SSN submitted will generate 1 LE 1095(i) Locator Report.
- d. The maximum amount of this Agreement has been computed based on an estimated 275 SSNs per quarter, as follows:

EDD ABSTRACT	FORMULA	COST
LE 1095(i) Locator report	275 x 2.00 x 12Q	\$6,600.00
Administrative Fees		\$1,500.00
SFT Account Fee E00526	16.00 x 12 Months x 3 yrs	\$ 576.00
SFT Account Fee E00595	16.00 x 25 Months	\$ 400.00
Total for 3-year contract		\$9,076.00

- e. The EDD invoices will reference the EDD Agreement No. 0000000113 Am. 1 and the EDD Customer Code: **E00526** and **E00595**; and shall be submitted for payment to:

Karen White, Administrative Supervisor or designee
 San Bernardino District Attorney's Office
 303 W. 3rd Street, 6th Floor
 San Bernardino, CA 92415

- f. The SBCDA payment must reference the EDD Invoice Number, the EDD Agreement No. 0000000113 Am. 1, and the EDD Customer Code: **E00526** and **E00595**; 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)

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 SBCDA 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 SBCDA will comply with all applicable statutes, rules and/or regulations, and Agreement information security requirements, including but not limited to the following:
 - **California Unemployment Insurance Code §1094** (Disclosure Prohibitions)
 - **Title 20, Code of Federal Regulations §603.9 and §603.10** (Federal Unemployment Compensation Safeguards and Security Requirements)
 - **California Civil Code §1798, et seq.** (Information Practices Act)
 - **California Penal Code §502** (Computer Fraud Act)
 - **Title 5, U.S. Code §552a** (Federal Privacy Act Disclosure Restrictions)
 - **Title 42, U.S. Code §503** (Social Security Act)
 - **Title 18, U.S. Code §1905** (Disclosure of Confidential Information)
- d. Except for state agencies, agree to indemnify the EDD against any loss, cost, damage or liability resulting from violations of these applicable statutes, rules and/or regulations, and Agreement information security requirements.
- e. Protect the EDD's information against unauthorized access, at all times, in all forms of media. Access and use the information obtained under this Agreement only to the extent necessary to assist in the valid administrative needs of the program receiving such information, and only for the purposes defined in this Agreement.
- f. Keep all the EDD's confidential information completely confidential. Make this information available to authorized personnel on a "need-to-know" basis and only for the purposes authorized under this Agreement. "Need-to-know" refers to those authorized personnel who need information to perform their official duties in connection with the use of the information authorized by this Agreement.

EXHIBIT D
(Standard Agreement)

- g. Notify the EDD Information Security Office (ISO) at (916) 654-6231, immediately upon discovery, that there may have been a breach in security which has or may have resulted in compromise to the confidential information. For purposes of this section, immediately is defined within 24 hours of discovery of the breach. The notification shall be by phone and email. **It is not sufficient to simply leave a message.** The notification must include a detailed description of the incident (such as time, date, location, and circumstances) and identify responsible personnel (name, title and contact information). The verbal notification shall be followed with an email notification to <InformationSecurityOffice@edd.ca.gov>.

II. MANAGEMENT SAFEGUARDS

- a. Acknowledge that the confidential information obtained by the SBCDA 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 D-1):
- d. Return the following completed documents to the EDD Contract Services Group:
- The EDD Indemnity Agreement (Attachment D-2): Required to be completed by the SBCDA Chief Financial Officer or authorized Management Representative, unless SBCDA is a State Agency.
 - The EDD Statement of Responsibility Information Security Certification (Attachment D-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 D-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 (d) of this part. Permit the EDD to make on-site inspections to ensure that the requirements of federal and state privacy, confidentiality and unemployment compensation statutes and regulations are being met including but not limited to [§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.

EXHIBIT D
(Standard Agreement)

- c. Disclosure of any of the EDD information to any person or entity not specifically authorized in this Agreement is strictly prohibited. Personnel assigned to work with the EDD's confidential information shall not reveal or divulge to any person or entity any of the confidential information provided under this Agreement except as authorized or required by law.

IV. PHYSICAL SAFEGUARDS

- a. Take precautions to ensure that only authorized personnel are given access to physical, electronic and on-line files. Store electronic and hard copy information in a place physically secure from access by unauthorized persons. Process and store information in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal, or other means.
- b. Secure and maintain any computer systems (network, hardware, and software applications) that will be used in the performance of this Agreement. This includes ensuring that all security patches, upgrades, and anti-virus updates are applied as appropriate to secure data that may be used, transmitted, or stored on such systems in the performance of this Agreement.
- c. Store all the EDD's confidential documents in a physically secure manner at all times to prevent unauthorized access.
- d. Store the EDD's confidential electronic records in a secure central computer facility. Where in-use on a shared computer system or any shared data storage system, ensure appropriate information security protections are in place. The SBCDA 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 SBCDA, 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.

Jessica Planas an employee of San Bernardino District Attorney's Office
PRINT YOUR NAME PRINT YOUR EMPLOYER'S NAME

heretly 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.

JP 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

JP 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

JP 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

JP 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

JP 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

JP 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

JP agree to protect the following types of the EDD confidential and sensitive information:
INITIAL

- Wage Information
- Employer Information
- Claimant Information
- Tax Payer Information
- Applicant Information
- Proprietary Information
- Operational Information (manuals, guidelines, procedures)

JP hereby agree to protect the EDD's information on either paper or electronic form by:
INITIAL

- 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."

Planas, Jessica M
Print Full Name (last, first, MI)

San Bernardino District Attorney's Office
Print Name of Requesting Agency

[Signature]
Signature
7/13/2021
Date Signed

Check the appropriate box:

- Employee
- Subcontractor
- Other
- Student
- Volunteer

Explain _____



EDD Agreement No. 0000000113
EDD/SBCDA
Customer Code: E00526, E00595
ATTACHMENT NO. D-2
Page 1 of 1

EMPLOYMENT DEVELOPMENT DEPARTMENT INDEMNITY AGREEMENT

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

County of San Bernardino, San Bernardino DA'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:

County of San Bernardino, San Bernardino DA'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 fails to protect the confidential information from being published or open to the public may be punished by imprisonment in the county jail for up to one year or a fine of \$20,000.00 or both. (Unemployment Insurance Code §§ 2111 and 2122).
2. Any person who intentionally discloses information, not otherwise public, which they knew or should have known was obtained from personal information maintained by a state agency, shall be subject to civil action for invasion of privacy by the individual to whom the information pertains. (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

Jason Anderson
Print Full Name


Signature

As District Attorney
Print Title

5/6/01
Date Signed

Of San Bernardino District Attorney's Office
Print Name of Requesting Entity

Enter Name Governmental Sponsor/Entity



County of San Bernardino DELEGATED AUTHORITY – DOCUMENT REVIEW FORM

This form is for use by any department or other entity that has been authorized by Board of Supervisors/Directors action to execute grant applications, awards, amendments or other agreements on their behalf. All documents to be executed under such delegated authority must be routed for County Counsel and County Administrative Office review prior to signature by designee.

Note: This process should NOT be used to execute documents under a master agreement or template, or for construction contract change orders. Contact your County Counsel for instructions related to review of these documents.

Complete and submit this form, along with required documents proposed for signature, via email to the department's County Counsel representative and Finance Analyst. If the documents proposed for signature are within the delegated authority, the department will submit the requisite hard copies for signature to the County Counsel representative. Once County Counsel has signed, the department will submit the signed documents in hard copy, as well as by email, to CAO Special Projects Team for review. If approved, the department will be provided routing instructions as well as direction to submit one set of the executed documents to the Clerk of the Board within 30 days.

For detailed instructions on submission requirements, reference Section 7.3 of the Board Agenda Item Guidelines as the Delegation of Authority does not eliminate the document submission requirements.

Department/Agency/Entity: District Attorney

Contact Name: Claudia Walker Telephone: (909) 382-7689

Agreement No.: 20-293 Amendment No.: 1 Date of Board Item 5/19/20 Board Item No.: 46

Name of Contract Entity/Project Name: California Employment Development Dept - Access to Confidential Information


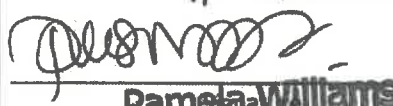
Explanation of request/Special Instructions:

The Board of Supervisors granted authority to the District Attorney on 5/19/2020 (Item No. 46, Recommendation No. 2) to execute all documents required by EDD, including subsequent non-substantive amendments, subject to approval by County Counsel.

The District Attorney's Office requests the delegation of authority to the District Attorney to sign Amendment No. 1 in accordance with the BAI referenced above. This amendment will add an additional user to the existing agreement, resulting in a de minimis \$400 increase in overall cost.

Insert check mark that the following required documents are attached to this request:

- Documents proposed for signature (Note: For contracts, include a signed non-standard contract coversheet for contracts not submitted on a standard contract form).
- Board Agenda Item that delegated the authority

Department Routed to County Counsel	County Counsel Name: Katherine Hardy	Date Sent: <u>4-13-21</u>
Reviewing County Counsel Use Only	Review Date <u>4-13-21</u>  Signature	Determination: <input checked="" type="checkbox"/> Within Scope of Delegated Authority <input type="checkbox"/> Outside Scope of Delegated Authority
CAO-Special Projects Use Only	Review Date <u>4/28/2021</u>  Pamela Williams	Disposition: <input checked="" type="checkbox"/> Route for signature to: ___ Chair ___ CEO <input checked="" type="checkbox"/> Department <input type="checkbox"/> Return to Department for preparation of agenda item