

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



Contract Number

22-1090

SAP Number

Human Services

Department Contract Representative	<u>Karyn Baxter</u>
Telephone Number	<u>(909)386-8369</u>
 Contractor	 <u>California Department of Social Services</u>
Contractor Representative	<u>Jennifer Morris</u>
Telephone Number	<u>916.654.1923</u>
Contract Term	<u>Upon State Approval – March 31, 2025</u>
Original Contract Amount	<u>Non-Financial</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>Non-Financial</u>
Cost Center	<u>N/A</u>

Briefly describe the general nature of the contract:

Approve non-financial Memorandum of Understanding No, 21-3093, with the California Department of Social Services for use of an on-line employment verification service known as The Work Number effective upon approval by the California Department of Social Services through March 31, 2025.

FOR COUNTY USE ONLY

Approved as to Legal Form

► Kristina Robb
 Kristina Robb, Principal Assistant County Counsel

Date November 7, 2022

Reviewed for Contract Compliance

► Patty Steven
 Patty Steven, Contract Manager

Date November 7, 2022

Reviewed/Approved by Department

► Diana Alexander
 Diana Alexander, Assistant Executive Officer
 Department Operations – Human Services

Date November 7, 2022

STATE OF CALIFORNIA
AGREEMENT SUMMARY
 STD 215 (Rev. 04/2020)

AGREEMENT NUMBER	AMENDMENT NUMBER
21-3093	

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME TALX Corporation		2. FEDERAL I.D. NUMBER 64-0958101
3. AGENCY TRANSMITTING AGREEMENT California Department of Social Services	4. DIVISION, BUREAU, OR OTHER UNIT Contracts and Purchasing Bureau	5. AGENCY BILLING CODE 068665
6a. CONTRACT ANALYST NAME Jennifer Morris	6b. EMAIL jennifer.morris@dss.ca.gov	6c. PHONE NUMBER (916) 654-1923
7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (If Yes, enter prior Contractor Name and Agreement Number) PRIOR CONTRACTOR NAME: TALX Corporation PRIOR AGREEMENT NUMBER: 17-3078 A2		

8. BRIEF DESCRIPTION OF SERVICES
 County online access to employment and income verification.

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)
 Provide all California counties with online access to verify employment and income for CalWORKs and CalFresh programs.

10. PAYMENT TERMS (More than one may apply)

- ☒ Monthly Flat Rate ☐ Quarterly ☐ One-Time Payment ☐ Progress Payment
☒ Itemized Invoice ☐ Withhold _____ % ☐ Advanced Payment Not To Exceed _____
☐ Reimbursement / Revenue _____ or _____ %
☐ Other (Explain) _____

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
<input checked="" type="checkbox"/> See Attached					
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					

OBJECT CODE

AGREEMENT TOTAL

OPTIONAL USE

AMOUNT ENCUMBERED BY THIS DOCUMENT
\$37,920,000.00

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT
\$0.00

I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

TOTAL AMOUNT ENCUMBERED TO DATE
\$37,920,000.00

ACCOUNTING OFFICER'S SIGNATURE

ACCOUNTING OFFICER'S NAME (Print or Type)

DATE SIGNED

Steve Ferge

Steven Ferge

03/29/22

STATE OF CALIFORNIA
AGREEMENT SUMMARY
 STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

21-3093

AMENDMENT NUMBER

12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	04/01/2022	03/31/2025	37,920,000	Exempt
<input checked="" type="checkbox"/> Amendment 1				
TOTAL			37,920,000	

13. BIDDING METHOD USED

- ☐ Request for Proposal (RFP) (Attach justification if secondary method is used)
 ☒ Use of Master Service Agreement
☐ Invitation for Bid (IFB)
 ☐ Exempt from Bidding (Give authority for exempt status)
 ☐ Sole Source Contract (Attach STD. 821)
☐ Other (Explain) MSA # 5-22-70-29

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

Rates are determined fair and reasonable by the Department of General Services, Master Agreement 5-22-70-29.

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- ☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
 ☒ Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.
☐ Not Applicable (Interagency / Public Works / Other _____)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

- ☒ By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

AUTHORIZED SIGNATURE

Jennifer Morris

SIGNER'S NAME (Print or Type)

Jennifer Morris, Contract Analyst

DATE SIGNED

03/29/2022

18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? ☐ No ☒ Yes ☐ N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? ☐ No ☒ Yes ☐ N/A

20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? ☐ None on file ☐ No ☐ Yes ☒ N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

A. Contractor Certification Clauses

B. STD 204 Vendor Data Record

☐ No ☒ Yes ☐ N/A☐ No ☒ Yes ☐ N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

☐ No ☐ Yes ☒ N/A

23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS?

☒ No ☐ Yes

SB/DVBE Certification Number:

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any)

SCM Vol. 1, 8.12 (C) - DVBE Goals are waived by CDSS.

☒ No (Explain below) ☐ Yes _____ % of Agreement

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS?

☒ No ☐ Yes (If Yes, provide justification below)

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE

Kären Dickerson

NAME/TITLE (Print or Type)

Kären Dickerson, Deputy Director, Admin. Division

DATE SIGNED

3/29/22

STATE OF CALIFORNIA
AGREEMENT SUMMARY
 STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

21-3093

AMENDMENT NUMBER


JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

GC 19130 (b)(3): The services contracted are not available within civil service, cannot be performed satisfactorily by civil service employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the civil service system.

The Work Number provides an online employment verification service that involves a large number of employers regularly reporting their employees hours and earnings data. This service is beyond the scope and technical expertise of civil service employees. The following entities were contacted in regards to this service: CDSS Information Security Office, Employment Development Department, The Office of Technology, and Department of Child Support Services (DCSS). None of them have the capability or expertise to provide this type of service. Without a new agreement, counties would lose the ability to verify clients' current eligibility and many clients would lose benefits or receive overpayments, increasing administrative workload on the counties.

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE  <small>Jessica Lopez (Mar 28, 2022 08:58 PDT)</small>	NAME/TITLE(Print or Type) Jessica Lopez, Bureau Chief	DATE SIGNED Mar 28, 2022	
PHONE NUMBER (916) 653-1828	STREET ADDRESS 744 P Street		
EMAIL Jessica.Lopez@dss.ca.gov	CITY Sacramento	STATE CA	ZIP 95814

SCO ID: 5180-213093

Budget Review Sheet

To: Jennifer Morris Assignment #: _____ Contract #: 21-3093
 Contract Officer
 From: Pierre Lee Kern 704 Form 844 Date Received: 12/2/2021 Date Due: Form 704 Form 844
 Budget Review Photo No. 644913

Contracting Parties: TALX Corporation

Subject: The COSS has contracted with Work Number for counties to collect and report data for (a) and (b) earnings, income and hours worked for the purpose of California and CalWORKs eligibility administration.

FUNDING INFORMATION

Contract Terms: 04/1/2022 - 3/31/2025 Contract Amount: \$ 97,920,000.00

FISCAL COUNCIL/UNIT INFORMATION										Fiscal Year					Total
Ref	Fund	Fund Title	Fund Type	Account	Alt Account	Program	PC Box	Project	Reporting Structure	Service Location	21-22 Chp 697/21, Stat 2021	22-23 Chp 711, Stat 2022	23-24 Chp 713, Stat 2023	24-25 Chp 714, Stat 2024	
101	0090	Federal	Federal	5432500	5432500000	4270010		5100551012	51809990	21103	\$ 819,000.00	\$ 3,427,000.00	\$ 3,973,000.00	\$ 3,150,000.00	\$ 11,376,000.00
141	0001	General	General	5432500	5432500000	4270017	5180	5180551012	51809990	21610	\$ 955,500.00	\$ 4,004,000.00	\$ 4,637,500.00	\$ 3,675,000.00	\$ 13,272,000.00
141	0090	Federal	Federal	5432500	5432500000	4270017		5100551012	51809990	21610	\$ 455,500.00	\$ 4,004,000.00	\$ 4,637,500.00	\$ 3,675,000.00	\$ 13,272,000.00
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☒ Acceptable as is ☐ Disapproved ☐ Additions/Revisions ☐ No Impact to my area

Payment Terms: ☒ Itemized Invoice ☐ Monthly Flat Rate ☐ Quarterly ☐ Progress Payment ☐ Advanced Payment not to Exceed (s or x%) ☐ Other (explain)

☐ Monthly Flat Rate ☐ Reimbursement /Reverse ☐ One-Time Payment ☐ Withhold "X" %

Comments: Renewed to 17-5078 A-2.

Form 944 Final Signature: Peter Clevenger Date: 2/9/2022
 Copy of Review Response to Analyst ☐ Copy of Contract to Analyst ☐

SCO ID: 5180-213093

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

21-3093

PURCHASING AUTHORITY NUMBER (If Applicable)

DSS-5180

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

CONTRACTING AGENCY NAME

California Department of Social Services

CONTRACTOR NAME

TALX Corporation

2. The term of this Agreement is:

START DATE

April 1, 2022

THROUGH END DATE

March 31, 2025

3. The maximum amount of this Agreement is:

\$37,920,000.00 - Thirty-Seven Million Nine Hundred Twenty Thousand Dollars and 00/100

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	4
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	MSA 5-22-70-29, incorporated by reference and made part of this agreement as if attached hereto.	
+ - Exhibit D	County MOU	6

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.)

TALX Corporation

CONTRACTOR BUSINESS ADDRESS

11432 Lackland Road

CITY

St. Louis

STATE

MO

ZIP

63146

PRINTED NAME OF PERSON SIGNING

Mike Bromley

TITLE

VP / GM Equifax Government Solutions

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

03/29/2022

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Social Services

CONTRACTING AGENCY ADDRESS

744 P Street, M.S. 9-6-747

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Karen Dickerson

TITLE

Deputy Director, Administration Division

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

3/29/22

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

PAAL: DSS-5180

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

The Federal Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 created sweeping welfare reform, highlighted by the requirement for beneficiaries to participate in employment or employment training as a condition to receive cash aid. To measure the State's success at meeting this requirement, the Work Participation Rate is used. California Work Opportunity and Responsibility to Kids (CalWORKs) and CalFresh participants' reported involvement of hours worked and earnings must be verified by their county case worker. Access to fast, accurate, and reliable data will help ensure the State's and counties' Work Participation Rate data is complete.

This Agreement entered into by the California Department of Social Services (herein referred to as CDSS) and TALX Corporation (herein referred to as Contractor) is necessary to provide all California counties with online access to The Work Number® Express Social Service services (the "Services") to verify income and employment for CalWORKs and CalFresh programs. Counties must obtain participants' consent, typically within the application for benefits, to access his or her employment information. Counties will provide a list to the CDSS and the Contractor, identifying case managers who are end users of the verification service, and the Contractor will provide the CDSS usage reports on the service at least monthly by county or as determined necessary by the CDSS.

The counties, if they choose to participate, will enter into a Memorandum of Understanding (MOU) – Exhibit D with the CDSS once the Agreement is executed. The Fair Credit Reporting Act (FCRA) regulations and safeguards apply to counties handling participants' information and include FCRA 15 United States Code 1681 that requires notice be provided to inform users of consumer reports of their legal obligations and can be found in full at the Consumer Financial Protection Bureau's (CFPB) website at www.consumerfinance.gov/learnmore.

The purpose of this Agreement is for the Contractor to provide the County Welfare Departments (CWDs) with the ability to verify income and employment of their counties CalWORKs and CalFresh participants.

A. Contractor Responsibilities

This Agreement is entered into by the CDSS and the Contractor for the purpose of allowing the Contractor to provide all participating California counties with verification information on the CalWORKs and CalFresh program participants' employment earnings and hours worked, including:

EXHIBIT A
(Standard Agreement)

1. Provide California counties a statewide online employment verification service for employment work hours and income data furnished to the Contractor by employers.
2. Provide online access to any/all California counties that shall include the ability to register, authenticate, and monitor users and usage including monthly usage reports.
3. Provide search of employment status (Employment Verification) and income (Income Verification) by participant's Social Security Number and instantly identify if the participant has current, historical, or no employment information on file.
4. Provide capability for counties to order and retrieve an employment verification, which includes:
 - a. Employer name, address, and employment status; and
 - b. Number of hours worked in the year, if provided by the employer.
5. Provide capability for counties to order and retrieve an income verification, which includes:
 - a. Employer address, employment dates, and where available, position title;
 - b. Pay rate and up to one year of year-to-date gross income details; and
 - c. Up to one year of pay period details.
6. Provide at least weekly, and more frequently if necessary, batch access for submission of data files of participant's Social Security Numbers to be matched against the Contractor's income and employment data. There shall be no maximum to the number of participants that can be submitted for match. Contractor shall:
 - a. Match participants against employment data and return responses weekly, with the day of the match and responses to be determined mutually by the CDSS and the Contractor.
 - b. Configure the criteria for ordered automation batch verifications, e.g., only order verifications for active employment.
 - c. Provide the content of ordered batch verifications, which shall be the same as with the online application, in a standardized file format with the specifications to be provided to the CDSS by the Contractor. The Contractor shall not alter the response file specification without coordination with the CDSS.
 - d. Provide response files that are encrypted and transmitted to the designated local County's program file server.

EXHIBIT A
(Standard Agreement)

- e. Provide Contractor-counties file exchanges by a method that supports full-automation without requiring human intervention.
- 7. Provide no-cost training to assist counties in utilizing the service, if necessary and requested by a county. Training shall be provided, as agreed upon by the requesting county and the Contractor, through a webinar, pre-recorded training, and/or over the phone based on availability of resources and as compatible with the requesting county's operating system and default browser.
- 8. Provide a relationship manager to work directly with the county liaisons to provide training and ongoing technical assistance.

B. CDSS Responsibilities

- 1. Prior to the effective date of the Agreement, and no less than thirty (30) days prior to the beginning of subsequent Agreement years, CDSS will identify their beginning service level for that given year as set forth in Exhibit B.
- 2. Allow use of this Service to those of the 58 California counties that sign and enter into an MOU with CDSS.
- 3. Notify the Contractor when the county has entered into an MOU with the CDSS and is able to be activated in and use the Contractor's system.
- 4. Facilitate the designation of a county liaison who will work with the Contractor to register users (no maximum users), initiate training requests, and resolve online access problems.
- 5. All printing will be sent to the California Department of General Services, Office of State Publishing (OSP). It is the responsibility of the CDSS Project Representative to obtain an exemption from OSP to competitively bid out any and all printing listed within this Agreement. The printing exemption process is managed by the CDSS Forms Management Unit.

EXHIBIT A
(Standard Agreement)

C. Project Representatives

The Project Representatives during the term of this Agreement will be:

CDSS

Chris Daniels, Chief
Data Stewardship Section
Data Stewardship & Integrity Bureau
744 P Street, MS 8-5-5
Sacramento, CA 95814
(916) 653-1428
DataAccessUnit@dss.ca.gov

CDSS

Kimberly Brauer, Chief
Program Integrity Section
Data Stewardship & Integrity Bureau
744 P Street, MS 8-5-5
Sacramento, CA 95814
(916) 651-5006
Kimberly.Brauer@dss.ca.gov

Contractor

Rick Keene
Account Executive – Public Sector
11432 Lackland Rd
St. Louis, MO 63146
(530) 354-5711
Rick.Keene@equifax.com

Either party may change the Project Representative but is required to provide written notification of the change to the other party within five (5) business days. Said changes shall not require an amendment to this Agreement.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. The maximum amount payable under this Agreement shall not exceed \$37,920,000.00. Shown below are the amounts that cannot be exceeded for each of the fiscal year(s):

2021/22	\$2,730,000.00
2022/23	\$11,440,000.00
2023/24	\$13,250,000.00
2024/25	\$10,500,000.00

2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), CDSS agrees to pay the Contractor for said services in accordance with the rates specified below.

Year	Fee Per Month	Block Transactions Included	Annual Block Price	Price per Additional Block (250,000 Transactions)
4/1/22 - 3/31/23	\$910,000	2,800,000	\$10,920,000	\$975,000
4/1/23 - 3/31/24	\$1,077,250	3,100,000	\$12,927,000	\$1,042,500
4/1/24 - 3/31/25	\$1,160,000	3,200,000	\$13,920,000	\$1,087,500

If the state exceeds the number of allotted income verifications in a given year, any additional transactions are billed at overage block pricing.

Online Employment Verifications, including Employment or SSN searches, shall be provided to the State at no additional cost.

The Contractor will also charge a monthly account service fee in the amount of \$4,000.00.

3. Invoices shall include the Agreement Number 21-3093 and Index Code 9990 and shall be submitted in triplicate not more frequently than monthly in arrears to:

California Department of Social Services
Enterprise Data Management Branch
744 P Street, MS 8-5-26
Sacramento, CA 95814
Attn: Chris Daniels
Email: DataAccessUnit@dss.ca.gov

EXHIBIT B
(Standard Agreement)

Pursuant to Office of Management and Budget (OMB) regulations (2 CFR 200.300 and 200.331), the Contractor shall provide the sub recipients with the Catalog of Federal Domestic Assistance (CFDA) Number and Program Title. Invoices shall also include the CFDA Number and Title:

CFDA Number: 93.558

CFDA Program Title: Temporary Assistance for Needy Families

CFDA Number: 10.561

CFDA Program Title: State Administrative Matching Grants for the Supplemental Nutrition Assistance Program

Any invoices submitted without the above referenced information may be returned to the Contractor for further re-processing.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
AND
THE COUNTY OF SAN BERNARDINO**

I. PURPOSE

The California Department of Social Services ("CDSS") has established an income verification program for California counties regarding the California Work and Responsibility to Kids (CalWORKs) and CalFresh programs. As part of this program, the CDSS has contracted with TALX Corporation, a provider of Equifax Verification Services ("EVS" or "Contractor"), for participating counties to verify consumer-recipient employment, income and other work-related information. The Agreement between CDSS and Contractor, CDSS Agreement (hereafter "Agreement"), is attached as Exhibit 1.

This Memorandum of Understanding (MOU) is entered into by the CDSS and the County named above ("County") for the purpose of authorizing County access to Contractor's on-line The Work Number® employment and income verification service (hereafter "Service"), pursuant to the Agreement, or subsequent agreements. This MOU authorizes County to retrieve and verify certain employment and/or income data of a consumer-recipient applying for or currently receiving public social service assistance where such information has been furnished to Contractor by employers. County agrees to comply with the obligations of the Agreement, including the User Agency Obligations contained in Attachment 2 of the Department of General Services (DGS) Employment Verification Services Master Services Agreement (MSA Number 5-22-70-29) (incorporated by reference as Exhibit C of this Agreement), as a condition of access to the Service.

II. SCOPE OF WORK

The Service may be accessed by County employees to verify a consumer-recipient's employment status or income for purposes of determining eligibility for receipt of public aid or assistance, prevention or identification of overpayments associated with the receipt of public aid or assistance. Accordingly, the Service permits County the ability to:

- A. Search for a recipient's employment status or income by a recipient's Social Security Number.

- B. Register, authenticate, and monitor users and usage, including producing monthly reports.
- C. Identify if a recipient has current, historical, or no employment information on file.
- D. Order and retrieve an employment verification, which shall include the employer name and employment status; or an income verification which shall include the employer address, dates of employment, title of position, pay rate, and year-to-date gross income and pay period details for up to a three-year period.
- E. Through this MOU, CDSS authorizes County to access the Service solely for the purpose described in this Scope of Work. Counties not entering into this MOU will not have access to the Service unless they have a separate independent agreement with the Contractor.

III. CDSS RESPONSIBILITIES

- A. Pursuant to a third-party beneficiary Agreement between CDSS and Contractor, CDSS has, on behalf of participating counties, secured access to the Service for use in the CDSS income verification program.
- B. CDSS will not be directly accessing or using the Service but shall have the right as the pass-through entity to inspect, review, or otherwise monitor all activities, procedures, records, reports or forms related to the County's access of the Service in order to ensure compliance with this MOU.

IV. COUNTY RESPONSIBILITIES

- A. County shall comply with the obligations of the Agreement, including the requirements of DGS MSA 5-22-70-29, or subsequent agreements.
- B. County shall maintain any and all information/data provided by the Service in strict confidence, and will not reproduce, disclose, or make accessible in whole or in part, in any manner whatsoever, to any third party, unless mandated by law.
- C. County represents and warrants it is administering a government funded benefit or program, has been granted the legal authority to view the information/data by the consumer or by operation of law, and shall only request the information/data in compliance with state and federal laws. County further represents and warrants that it has written authorization from the Consumer to verify income.
- D. County certifies that it will order data from the Service only when it intends to

use the data in accordance with the Fair Credit Reporting Act ("FCRA") and all state law FCRA counterparts as though the data is a consumer report, in connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status, and for no other purpose.

- E. County agrees to only use the data consistent with the obligations of users of consumer reports as provided for in the Consumer Financial Protection Bureau ("CFPB") Notice Form attached as Attachment 3 of DGS MSA 5-22-70-29.
- F. County certifies that it will comply with applicable provisions under Vermont law. In particular, County certifies that it will order data relating to Vermont residents only after County has received prior Consumer consent in accordance with VFCRA Section 24803 and applicable Vermont Rules. County further certifies that it received the copy of VFCRA Section 2480e applicable Vermont Rules as referenced in Attachment 4 of DGS MSA 5-22-70-29.
- G. County certifies it will establish safeguards to ensure only Authorized Users can order or have access to the Service. "Authorized User" is defined as a County employee authorized to order or access the Service in relation to the performance of their official duties.
- H. County shall take all necessary measures to prevent unauthorized ordering of or access to the Service by any person other than the Authorized User for permissible purposes. County agrees to monitor County employees' access of the Service to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.
- I. County shall take all necessary measures to ensure employees do not access consumer-recipient employment or income information for personal reasons or benefit. No County employee shall engage in any employment, activity, or enterprise which is clearly inconsistent, incompatible, in conflict with, or inimical to the guidelines set forth under this MOU or his/her duties as a County employee.
- J. County agrees to indemnify, defend, and save harmless CDSS and Contractor, and their respective directors, officers, managers, agents, and employees from any and all claims, actions, demands, damages, liabilities, obligations, losses, settlements, judgments, fines, penalties, sanctions, charges, costs and expenses, arising out of, relating to, or in connection with County's use of the Service and/or the unauthorized disclosure or dissemination of consumer-recipient information/data by County employees in the performance of this Agreement. County does not assume the risk on behalf of or agree to indemnify any other county.

- K. County acknowledges that neither Contractor nor its officers, agents or employees will be liable for loss of profits or for indirect, special, incidental or consequential damages arising out of or related to the provision of verifications of employment and/or income, even if that party has been advised of the possibility of such damages. In no event shall damages of any kind payable by Contractor exceed the sum paid by CDSS for the service which causes County's claim. This provision shall survive any termination or expiration of this MOU.
- L. County hereby certifies it will employ all necessary measures to maintain data security and confidentiality when sending, transferring, shipping, or otherwise disposing of any consumer report information. In addition to any requirements of this MOU, County agrees to comply with the data security provisions of the Agreement, including Attachment 1 of DGS MSA 5-22-70-29.
- M. County shall ensure that all County employees comply with California Welfare & Institutions Code section 10850 to protect any confidential information it may receive and possess from the Service from unauthorized use, access, or disclosure.
- N. Unauthorized use, access, or disclosure of confidential information is considered a breach of security. County shall immediately notify CDSS of any and all suspected, attempted, or confirmed breach of security by contacting the CDSS Information Security Officer (ISO) at (916) 651-5558.
- O. The use of the Service includes information that is protected by the FCRA and may subject an unauthorized user to possible civil and criminal liability, punishable by fines and imprisonment.
- P. When County ceases to use the Services of Contractor furnished pursuant to this MOU, it shall notify CDSS that it is no longer receiving services from Contractor. If County is dissatisfied with the services of Contractor, it shall provide a letter to CDSS describing its dissatisfaction.
- Q. Without limitation as to any other applicable rights or remedies, in the event of a breach of security caused by County employee(s), through the use of the information/data provided by Contractor, County is responsible for any and all breach notifications to the consumer, along with associated costs.
- R. County may not assign or delegate any of its rights or duties under this MOU.
- S. County acknowledges that its access to the Service is subject to audit by Contractor as described in the Agreement. County agrees to cooperate with CDSS and Contractor in responding to any such audit.

- T. In accordance with the security obligations of the Attachment 1 of DGS MSA 5-22-70-29, County shall provide immediate notification, but in no event later than 3 business days to Contractor at: TALX Corporation, 11432 Lackland Road, St. Louis, MO 63146, Attn: President; email address: evscontracts@equifax.com, of any change in address or office location and are subject to an onsite visit of the new location by Contractor or its designated representative.
- U. For the purposes of the employment and income verification program that is the subject of this MOU, County is not required to purchase separate or additional services from Contractor. CDSS has no expectation that there will be a separate or continuing arrangement for future services between County and Contractor.

V. TERM

This MOU shall remain in effect until terminated by either party in accordance with VI B below.

VI. GENERAL PROVISIONS

- A. No condition or provision of this MOU shall be waived or altered except by written amendment signed by a duly authorized representative of CDSS and County.
- B. Termination without cause: This MOU may be terminated by either party without cause upon 30 days written notice.
- C. Termination with cause: This MOU may be terminated immediately by either party if the terms of this MOU are violated in any manner. However, CDSS or County shall provide written notice to the other party of such termination for cause of this MOU. Contractor may immediately suspend and/or terminate County's access to the Service if Contractor reasonably believes County has violated the FCRA, any of the state law counterparts to the FCRA, or any other applicable law or regulation.

[Signature page to follow]

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

By: Jessica H Lopez
Name and Title of signing staff

Date: 1/18/23

COUNTY OF San Bernardino

By: Pamela Alexander, Assistant Executive Officer
Name and Title of signing staff

Date: 9-14-22