

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

A. Purpose

This Memorandum of Understanding (“MOU”) is entered into by the California Department of Social Services (hereinafter referred to as “CDSS”) and San Bernardino County Transitional Assistance Department (hereinafter referred to as “County”) for the purpose of establishing the terms, conditions, and limitations for the exchange of confidential information contained in various datasets. For the purposes of this MOU, CDSS and County may be referred to individually as the “Party” or collectively as the “Parties”.

This MOU authorizes County to receive data from the CDSS in order to conduct the program evaluations described herein.

B. Background and Authority

The Legal Authority for this Agreement by which the Employment Development Department (EDD) provides confidential wage and unemployment insurance claim information to the California Department of Social Services (CDSS) is pursuant to Section 1095(ai) of the California Unemployment Insurance Code (UIC), which enables federal, state, or local government departments or agencies, or their contracted agencies, subject to federal law, including the confidentiality, disclosure, and other requirements set forth in Part 603 of Title 20 of the Code of Federal Regulations, to evaluate, research, or forecast the effectiveness of public social services programs administered pursuant to Division 9 (commencing with Section 10000) of the Welfare and Institutions Code, or Part A of Subchapter IV of Chapter 7 of the federal Social Security Act (42 U.S.C. Sec. 601 et seq.), when the evaluation, research, or forecast is directly connected with, and limited to, the administration of the public social services programs.

County is to be provided access to EDD quarterly base wage files (“EDD Confidential Data”) for the sole purpose of conducting program evaluations. County shall use the EDD Confidential Data to understand labor market participation of its employment services clients (e.g., California Work Opportunity and Responsibility to Kids (CaWORKs), CalFresh Employment & Training, and County General Assistance program clients in San Bernardino County).

C. Scope of Data Sharing

It is necessary for County to measure the effectiveness of welfare-to-work and employment services efforts of residents within its geographic area in order to provide valuable input into subsequent programmatic design and resource allocation decisions. Additionally, these analyses are a useful tool in developing caseload forecasts and adapting employment services programs in response to labor market trends.

County data does not currently include any information on employment or earnings of its program recipients, and the EDD Confidential Data are the only accessible source for tracking the earned income of clients after receiving employment services. Additionally, several files produced by the EDD are the only accessible data source for tracking the employment and earnings of welfare program recipients after leaving public assistance as well as unemployment and disability payments. Matching client data with the EDD Confidential Data provides County with robust employment and earnings data that can be tracked over time for specific groups of program clients.

County may use the following data sets acquired from CDSS:

1. **EDD Base Wage File:** Quarterly wage earnings for the most recent six (6) quarters available of all persons in the relevant county, 16 years or older and who received at least one month of public assistance in that county. The data extract includes quarter date; social security number; employer account number (EAN); and quarterly earnings. The base wage file shall enable Counties to track the employment records and earnings of current and former welfare recipients. Historical wage data up to five (5) years prior is also available upon special request for selected clients but would require a separate agreement.
2. **Employer Data:** This file is a subset of the Quarterly Census of Employment and Wages created by the Bureau of Labor Statistics. It contains California employer data, such as employer identification number (EIN), NAICS industry classification code, employer trade name, street address, Federal Information Processing Standards (FIPS) county code, and total quarterly wages paid. Employer data is available upon special request.
3. **Unemployment/Disability (UI/DI) Files:** UI/DI files track the unemployment and disability benefits of welfare recipients. Data includes time of payment, payment amount, social security number, and client name. This data is available upon special request for selected clients, subject to the CDSS cost review and available funds.

County will use EDD Confidential Data to enable, with respect to the content and function of the reports that County will create, the accurate measurement of the following program outcomes:

1. The number and proportion of clients with earned income;
2. The total earnings of clients and their wage progression over time;
3. The continuity of employment over time; and
4. How outcomes differ across various socioeconomic/demographic characteristics and specific employment services programs.

B. County Responsibilities

1. County shall provide a file to CDSS containing unduplicated client social security numbers and birth data, preferably in SAS or Excel/CSV format, in order to link administrative county data to the EDD Confidential Data.
2. County shall instruct all employees, agents, or volunteers with access to the information provided through this MOU as to the following:
 - a. The confidential nature of the EDD Confidential Data;
 - b. The requirements of Division 19 of the CDSS Manual of Policies and Procedures for the protection of confidential information provided by the CDSS or held by the County in its administration of social services;
 - c. The need to adhere to the security and confidentiality provisions outlined in Exhibit B – Protection of Confidentiality Provisions; and
 - d. Exhibit C, the EDD/CDSS Agreement.
3. Use of EDD Confidential Data shall be directly related to only the purposes discussed in this MOU.
4. **Under no circumstances shall individual client data be disclosed or used to contact individual persons. All data shall be reported in aggregate to protect client privacy. All reports shall comply with the CHHS Agency De-Identification Guidelines.**
5. County shall request a Project Request Review form from the CDSS Contract Contact prior to each proposed re-disclosure of the EDD Confidential Data. Once completed, County shall return the completed Project Request Review form to the CDSS Contract Contact, who will submit it to the CDSS Data Use Contact for approval. If approved, the CDSS Data Use Contact will then submit the Project Request Review to EDD for final approval. Project Request Reviews should be submitted at least ninety (90) calendar days prior to the date that County intends to begin use of EDD Confidential Data. Project Request Review approvals are only valid for the specified re-disclosure and parameters submitted and reviewed in the applicable Project Request Review form.

6. County shall include a disclaimer that credits any analyses, interpretations, or conclusions reached to the authors and not to the CDSS. The disclaimer shall be in substantially the following form, unless the Parties agree otherwise in writing:

“The research reported herein was performed with the permission of the California Department of Social Services. The opinions and conclusions expressed herein are solely those of the author(s) and should not be considered as representing the policy of any agency of the California State Government.”

7. County shall provide CDSS with a pre-publication draft of any reports ninety (90) days before publication. A “report” is any document, email, or website that includes outcomes, results, or findings using EDD Confidential Data that is made available to the public. EDD requires all publications using EDD Confidential Data to be reviewed and approved by their Information Security Office prior to publication. The CDSS shall respond within ninety (90) calendar days from receipt of the pre-publication draft, thereby allowing both organizations the opportunity for resolution of any possible issues. The CDSS shall facilitate the approval process between County and EDD. Should the CDSS disagree with any part of the report, a disclaimer stating the CDSS’s disagreement shall be included in the final published report.
8. County shall allow the CDSS to conduct random on-site inspections, as needed, to ensure compliance with the terms of the MOU.

C. CDSS Responsibilities

1. The CDSS shall provide the EDD Confidential Data for the purposes specified in this MOU.
2. The CDSS shall facilitate the linkage of client records provided by County to EDD base wage administrative files for this MOU. The process shall require CDSS to transmit client records to EDD; EDD performs the actual linkage (matching) and shall make the matched records available to CDSS for access and subsequent distribution to County. This linkage requires a valid social security number and date of birth for each client.

D. AUTHORIZED REPRESENTATIVE:

The authorized representatives during the term of this MOU shall be:

CDSS

Data Contact:

Cate Bird, Research Data Specialist II
Fiscal Forecasting Branch
744 P Street, MS 08-14-90

Sacramento, CA 95814

Cate.Bird@dss.ca.gov

Phone: (916) 651-1092

Data Use Contact:

Data Access Unit, Data Stewardship & Integrity Bureau

Enterprise Data Management Branch

744 P Street, MS 8-5-26

Sacramento, CA 95814

DataAccessUnit@dss.ca.gov

Contract Contact:

Sadie Webb, Contract Analyst

CalWORKs Engagement Bureau

744 P Street, MS 8-8-33

Sacramento, CA 95814

Sadie.Webb@dss.ca.gov

San Bernardino County Transitional Assistance Department

The Contractor shall designate a person to be responsible for the security and confidentiality of the data. The Contractor shall immediately notify CDSS in writing of a designee change.

Security Contact:

Eric Resendez, Regional Manager

Transitional Assistance Department Administration

860 E. Brier Drive

San Bernardino, CA 92415

Eric.resendez@hss.sbcounty.gov

(909) 386-9700

Program Contact:

Angelica Ruiz, Deputy Director

Transitional Assistance Department

265 E. 4th St

San Bernardino, CA 92415

Angelica.Ruiz@hss.sbcounty.gov

(909) 252-4777

Contract Contact:

Diane Ettari, Contract Analyst

Human Services Administration

150 S. Lena Road

San Bernardino, CA 92415-0515

Diane.Ettari@hss.sbcounty.gov

(909) 838-1304

Changes to this section do not require an amendment to this Agreement. The parties may change any of the above contacts by providing written notice to the other party within five (5) business days of the change.

E. TERM

This MOU shall be effective upon the signature of both the CDSS and County until terminated with 30 calendar days' written notice by either party.

F. GENERAL PROVISIONS

1. **Precedence.** The terms of the EDD and the CDSS agreement that provides authority and disclosure of data to this MOU shall take precedence over any conflicting terms or conditions set forth in any other part of the Agreement between County and the CDSS. Changes to the EDD and the CDSS Agreement may occur from time to time. Any such change to the EDD and CDSS Agreement will be provided to County in writing.
2. **Amendment.** This MOU may be amended by written mutual consent of the Parties.
3. **Termination.**
 - a. Termination without cause: This MOU may be terminated by either party without cause upon 30 calendar days' written notice.
 - b. Termination with cause: This MOU may be terminated immediately by either party if the terms of this MOU are violated in any manner.
 - c. Other grounds for termination: In the event that any other contract, agreement or MOU which is identified in Section B. Background and Legal Authority, above, as being related to or necessary for the performance of this MOU, terminates or expires, this MOU shall be terminated upon the effective date of the termination of that contract, agreement or MOU, even if such termination will occur with less than thirty (30) calendar days written notice. If this MOU is terminated for any reason, County shall immediately provide to the CDSS a copy of any completed and uncompleted report, writing, or other work product resulting from this MOU.
4. **Disputes.** If a dispute arises in connection with this MOU involving the interpretation, implementation, or conflicts of laws, policies and regulations, County and the CDSS will meet and attempt to resolve the problem in a manner that is allowable under the laws of the State of California.

- 5. **Survival.** All provisions of this MOU relating to privacy, confidentiality and information security, including Confidentiality and Security Requirements, shall survive the termination or expiration of this MOU.

G. AUTHORIZED REPRESENTATIVES

By signing below, the individual certifies that it is acting as the representative of the entity named below and possesses the authority to enter into this MOU on behalf of that entity.

AGREED:

**CALIFORNIA DEPARTMENT OF
SOCIAL SERVICES**

**SAN BERNARDINO COUNTY
TRANSITIONAL ASSISTANCE
DEPARTMENT**

BY:

BY:

[CDSS SIGNER]
[TITLE]

JAMES LOCURTO
DIRECTOR

DATE:

DATE:

SAN BERNARDINO COUNTY



Dawn Rowe, Chair, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN
OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By:

Deputy