



**MEMORANDUM
COUNTY EXECUTIVE OFFICE
ECONOMIC DEVELOPMENT**

TO: Board of Supervisors
FROM: David Boesch, CEO
Paul Griffith, Business Development Manager
SUBJECT: Agreement Employment Wage Data

DATE: September 13, 2016

ACTION REQUESTED

Authorize the County Executive Officer or designee to execute the contract and related documents including a Confidentiality Agreement, Indemnity Agreement, and Information Security Certification, with the California State Employment Development Department (EDD), for quarterly wage data in the amount not-to-exceed \$4519.

BACKGROUND

Placer County is currently in the process of updating the Area Plan for the Sunset Area. Accessing confidential employer's information regarding employment and wages data, available through the EDD, will allow the County to perform detailed analysis and better plan for economic growth and job creation.

On June 7, 2016, your Board authorized the Office of Economic Development to examine data from EDD for economic development purposes and to engage outside consultants as needed to perform said work.

On June 23, 2016, the County entered into an agreement not-to-exceed \$25,000 with Beacon Economics, LLC., (Beacon), to assist with the analysis of historical and current EDD data. Data analysis is one of Beacon's specialties, having represented several other California jurisdictions on similar projects. In order for Beacon to be authorized to receive and analyze the EDD data, County is required to sign agreements with EDD including obligations agreeing to maintain data confidentiality.

FISCAL IMPACT

There is no fiscal impact to the County. The Beacon agreement incorporates the EDD contract.

Attachment: State of CA Standard Agreement and Associated Exhibits

STATE OF CALIFORNIA

STANDARD AGREEMENT
 STD. 213 (Rev 06/03)

PROJECT/ACTIVITY CODE: 654/788

REGISTRATION NUMBER	AGREEMENT NUMBER M7103931
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1. This Agreement is entered into between the State Agency and the Contractor named below:
STATE AGENCY NAME
Employment Development Department
CONTRACTOR NAME
County of Placer, Office of Economic Development
2. The term of this Agreement is: **August 15th, 2016 through August 14th, 2017**
3. The maximum amount of this Agreement is: **\$4,519.00**
Four Thousand Five Hundred and Nineteen Dollars and No Cents
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit	Description	Pages
Exhibit A	Scope of Work	Pages
Attachment A-1	Services Agreement	Pages
Exhibit B	Budget Detail and Payment Provisions	1 Page
Attachment B-1	Budget Detail Sheet	1 Page
Exhibit C*	General Terms and Conditions	GTC 610
Exhibit D	Protection of Confidentiality	3 Pages
Attachment D1	Confidentiality Agreement	1 Page
Attachment D2	Indemnity Agreement	1 Page
Attachment D3	Statement of Responsibility	1 Page

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: www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		<i>California Department of General Services Use Only</i>
<small>CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)</small>		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> David Boesch, County Executive Officer		
<small>ADDRESS</small> 175 Fulweiler Avenue Auburn, CA, 95603		
STATE OF CALIFORNIA		
<small>AGENCY NAME</small> Employment Development Department		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> Muhammad Akhtar, Deputy Chief		
<small>ADDRESS</small> 800 Capitol Mall, MIC 57 Sacramento, CA 95814		
		<input type="checkbox"/> Exempt per:

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

This Agreement is entered into by and between the Employment Development Department, hereinafter referred to as EDD, and the County of Placer, Office of Economic Development, hereinafter referred to as COUNTY. It sets forth the terms and conditions for the release and use of EDD confidential information.

1. PURPOSE

This Agreement is established for the purpose of EDD producing and providing COUNTY with confidential Quarterly Census of Employment and Wages (QCEW) data as specified herein. COUNTY will use the confidential information provided by EDD for the purpose of economic planning and development.

2. LEGAL AUTHORITY

EDD shall make the specified information available to COUNTY under the authority of Section 1095(r) of the California Unemployment Insurance Code (CUIC).

COUNTY shall request and use the specified information pursuant to Resolution No. 2016-096 dated June 7, 2016.

EDD agrees that the confidential information provided to COUNTY may be disclosed to Beacon Economics, LLC, a contractor of COUNTY, for the specific purpose of fulfilling the Scope of Work described in the Services Agreement between COUNTY and Beacon Economics, LLC, attached hereto as Attachment A-1 and incorporated herein by this reference.

3. CONTRACT REPRESENTATIVES

a) EDD contact person shall be:

Rickee Nguyen
Confidential Data Coordinator
Employment Development Department
Labor Market Information Division
800 Capitol Mall, MIC 57
Sacramento, CA 95814
Phone: (916) 651-5687
Fax: (916) 651-5780

b) COUNTY contact person shall be:

Paul Griffith
Business Development Manager
County of Placer
175 Fulweiler Avenue

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Auburn, CA 95603
Phone: (530)889-4084

- c) Either party may make changes to the Contract Representatives information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

4. EDD RESPONSIBILITIES

EDD agrees to:

- a) Prepare and provide COUNTY with QCEW data files consisting of employers within the boundaries of Placer County as defined by Census shapefile.
- b) Provide the quarterly data file for the period beginning with Year 2008 Quarter 1 and subsequent quarters for the term of this Agreement.
- c) Include in the data files the following QCEW data elements for each employer (if available):
- Year and Quarter
 - County Code
 - Ownership Code
 - 6-Digit NAICS Code
 - MEEI Code
 - Unemployment Insurance Account Number and Reporting Unit Number
 - Legal and Trade Names
 - Mailing Address, City, State, and Zip Code
 - Physical Address, City, State, and Zip Code
 - County Code
 - Initial Liability Date
 - End Liability Date
 - Reactivation Date
 - Phone Number
 - Number of Employees
 - Total Quarterly Payroll
 - Latitude and Longitude
- d) Provide the data files in ASCII format.
- e) Provide a record layout for the data output.
- f) Transmit the data files to COUNTY through the OTech Secure File Transfer (SFT) system. The EDD shall:

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- i. Set up a Basic User Account and password for COUNTY to access the SFT system.
- ii. 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: hungrickee.nguyen@edd.ca.gov.
- iii. Retain the output data file for a period of seven (7) calendar days in the SFT temporary file repository. On the 8th day, the data file is automatically deleted.

5. COUNTY RESPONSIBILITIES

COUNTY agrees to:

- a) Request only EDD information specifically authorized under this Agreement.
- b) Use the specified EDD information provided under this Agreement only for the following purposes:
 - Analyze historical QCEW employment, payroll, and establishment data for the county, Sunset Industrial Area (SIA), adjacent cities, and in the South Placer area
 - Evaluate industry concentration (Location Quotient) and how those industry concentrations have changed over time (Shift-Share).
 - Identify comparative advantage and the forces creating those advantages/disadvantages
 - Identify/detect emerging industry clusters
 - Determine industries that fit well in the area and to identify suppliers who can help those industries thrive
 - Identify employers who are at risk of leaving the county or failing as a business in an attempt to keep them in the county or help them survive
- c) Not use the confidential EDD information for any type of customer outreach, marketing, surveying, taxation, or enforcement purposes.
- d) Comply with the CUIC 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.
- e) Oversee COUNTY and contractor/subcontractor staff in their use of confidential information received from EDD.
- f) Instruct all COUNTY and contractor/subcontractor staff with access to the information provided by 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 (3) the sanctions and penalties against unauthorized use or disclosure found in CUIC Sections 1094 and 2111, the California Civil Code Section 1798.55, and the California Penal Code Section 502.
- g) Ensure that all COUNTY contractor/subcontractor staff assigned to work with the information provided by EDD have signed the EDD Confidentiality Agreement – Attachment D1 [Rev 05/14/14].

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(Standard Agreement)

- h) Comply with Title 20, Code of Federal Regulations Section 603.9 with respect to any of the confidential EDD information.
- i) Cooperate with EDD's authority to monitor this Agreement in accordance with Exhibit D, Section II, paragraphs (e) and (f).
- j) Not release the confidential EDD information to any entity which is a private collection agency (CUIC, Section 1095(u)).
- k) Not release the confidential EDD information to any other public or private entity without EDD's prior written consent.
- l) Ensure that all contracts established with other private and/or public contractors and/or subcontractors with access to the confidential EDD information disclosed under this Agreement include all EDD confidentiality provisions specified herein.
- m) Not disclose any individually identifiable EDD information when publishing information. Any summarized industry level data, when published, must contain three or more firms. In those instances where there are three or more firms and the employment of a single firm represents more than 80 percent of the total, the number must be rolled up to a larger total in order to mask identification of such firms.
- n) Allow EDD to review any publication which uses EDD information 30 working days prior to publication. A copy shall be provided to EDD at no cost.
- o) Adhere to the following procedures when retrieving EDD information from the OTech SFT system:
 - i. Establish a new password at first logon to the Basic User Account established for COUNTY to access the OTech SFT system. The SFT Password Policy syntactical requirements are:
 - Password must contain at least 8 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.
 - ii. Change the Basic User Account password every 90 days. 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: <mailto:hungrickee.nguyen@edd.ca.gov>.
 - iii. Retrieve the response data file from the SFT temporary file storage repository within seven (7) calendar days from submission. On the 8th day, the data file is automatically deleted.
- p) Download the confidential EDD information to properly secured and encrypted Data Storage Devices (including laptops, usb drives, cd's, dvd, tapes and similar devices and media) for specific business use when absolutely necessary.
- q) Ensure that the confidential EDD information stored on portable devices is encrypted at all times.
- r) Ensure encryption meets current National Institute of Standards and Technology (NIST) standards.

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- s) Ensure that portable data storage devices are destroyed, properly cleared, or sanitized in accordance with the EDD Data Storage and Removal Policy.
- t) Dispose of the confidential EDD information using an approved method of confidential destruction at the end term of this Agreement.
- u) Pursuant to federal law, if COUNTY fails to comply with any provision of this Agreement, *including timely payment of EDD's costs under this Agreement*, this Agreement shall be suspended and no further disclosures will be made until 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 COUNTY shall surrender to EDD all confidential information obtained under this Agreement which has not been previously returned to EDD, and any other information relevant to the Agreement (20 C.F.R., Part 603.10(c)(1)).

6. ACCURACY ASSESSMENT

The Individual employers and claimants report the information in EDD's files. Since EDD is not the originator of the information disclosed, EDD cannot guarantee the accuracy of the information.

7. DISPUTES

In the event of a dispute between EDD and the COUNTY over any part of this Agreement, the dispute may be submitted to nonbinding arbitration upon the consent of both EDD and the COUNTY. An election for arbitration pursuant to this provision shall not preclude either party from pursuing any remedy for relief otherwise available.

8. 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-1
(Service Agreement)

This Agreement is between the County of Placer (hereinafter "County") and Beacon Economics, LLC (hereinafter "Contractor"). Contractor will perform work for County using the Quarterly Census of Employment and Wages confidential data obtained from the State of California, Employment Development Department (EDD) under the California Unemployment Insurance Code 1095(r).

The term of this Agreement is from **May 1, 2016** through **April 30, 2019**.

SPECIFICATIONS

The EDD confidential data will be used by Contractor for the purpose of:

- a) To more accurately measure the status of the local labor market in order to better leverage the County's economic development efforts. Specifically, the County needs to more clearly understand the sub-areas within its borders so that it can build economic development strategies around those smaller areas.
- b) To evaluate the sub-regions' industry concentrations (Location Quotient) and how those have changed over time (Shift-Share). The goal here is to identify strengthening or weakening comparative advantage and to identify the forces creating that change. Understanding whether there are forces outside of local control will allow us to refocus on areas where there is an opportunity to create positive change. If we identify local levers we can use to strengthen those concentrations/advantages, we will.
- c) To identifying developing clusters. As we review the time series, we will look to detect emerging industries growing at an above-average rate in order to be able to assist these businesses through any hurdles in their way.
- d) To calculate the average wage of jobs created. This will provide insights into the quality of the jobs that are forming in addition to the quantity of jobs created.
- e) To determine which industries are a natural fit given our existing industrial structure and to identify specific suppliers needed by our target industry to ensure that the industry will be successful in the local market long-term.
- f) To understand the physical location and concentration of specific industries at a much more detailed level. Also, for areas that are not accurately defined by traditional geographical conglomerations such as roll-up zip codes or census tracts, we can pull employment data to understand these areas, as we never could before.
- g) To identify those employers who are at risk of leaving the County or overall failing as a business. As part of the County's retention strategy, we want to identify at-risk businesses/industries as early as possible so that we can help them to not only survive, but to thrive.
- h) To analyze a variety of region specific and/or policy oriented topics in support of regional economic development efforts.

To pull out smaller geographical employment data from within the County, such as designated places, or neighborhoods (or any other geography the County should choose), the County will need to provide the GIS shape files, or a detailed definition of those boundaries in order for the Contractor to extract the sub-area data. There would be additional costs from the Contractor for this next level of analysis should it be requested.

The Contractor will be responsible for payment to the EDD for the cost of the confidential data.

ATTACHMENT A-1
(Service Agreement)

RESPONSIBILITIES

As part of this Agreement, the County agrees to:

- a. Oversee Contractor in their use of the confidential information received from the EDD to ensure compliance with the California Unemployment Insurance Code 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.
- b. Instruct Contractor 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") of the County's Agreement with the EDD; and (3) the sanctions and penalties against unauthorized use or disclosure found in the California Unemployment Insurance Code Sections 1094 and 2111, the California Civil Code Section 1798.55, and the California Penal Code Section 502.
- c. Ensure that all Contractor staff assigned to work with the information provided by the EDD have signed the Confidentiality Agreement (Attachment D1).
- d. Ensure that Contractor authorized management representatives have signed the Indemnity Agreement (Attachment D2) and the Statement of Responsibility (Attachment D3).

Contractor agrees to:

- a. Use the specified EDD information only for the purpose set forth in this Agreement.
- b. Download the EDD confidential data to properly secured and encrypted Data Storage Devices (including laptops, usb drives, cd's, dvd, tapes and similar devices and media) for specific business use when absolutely necessary.
- c. Ensure that the EDD confidential data stored on portable devices is encrypted at all times.
- d. Ensure encryption meets current National Institute of Standards and Technology (NIST) standards.
- e. Ensure that portable data storage devices are destroyed, properly cleared, or sanitized in accordance with the EDD Data Storage and Removal Policy.
- f. Ensure that all Contractor staff assigned to work with the EDD information provided by the County has signed the Confidentiality Agreement (Attachment D1).
- g. Ensure that the Contractor authorized management representatives have signed the Indemnity Agreement (Attachment D2) and the Statement of Responsibility (Attachment D3).
- h. Comply with Title 20, Code of Federal Regulations Section 603.7 with respect to any of the EDD confidential information.
- i. Cooperate with EDD's authority to monitor this Agreement in accordance with Exhibit D, Section II, paragraphs (e) and (f) of the County's Agreement with the EDD.
- j. Not release the EDD confidential information to any other public or private entity without the EDD's prior written consent.

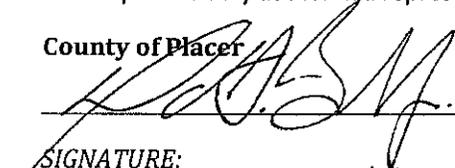
ATTACHMENT A-1
(Service Agreement)

- k. Not disclose any individually identifiable EDD information when publishing information. Any summarized industry level data, when published, must contain three or more firms. In those instances where there are three or more firms and the employment of a single firm represents more than 80 percent of the total, the number must be rolled up to a larger total in order to mask identification of such firms.
- l. Allow the EDD to review any publication which uses EDD information 15 working days prior to publication. A copy shall be provided to the EDD at no cost.
- m. Dispose of the EDD confidential information using an approved method of confidential destruction at the end of term of this Agreement.
- n. Hold harmless and indemnify County against any and all liability costs, damages, attorney fees, and other expenses County may incur by reason of or as a result of our unauthorized use of the personal, sensitive, or confidential information or any violation of the "Confidentiality Statement" as set forth in County's Agreement with the EDD.

To forever release the County, it's officers, directors, employees representatives and agents ("Released Parties") from liability or responsibility of any kind or nature whatsoever, for any claims or causes of action that may arise solely as a result of our unauthorized use of the personal, sensitive, or confidential information or any violation of the "Confidentiality Statement" as set forth in the County's Agreement with the EDD, except for any claims due to the County's breach of the "Confidentiality Statement" and further agrees to pay all costs and expenses of any such damages, injury or loss, including attorney's fees incurred by the Released Parties, but only as a result of our unauthorized use of the personal, sensitive, or confidential information or any violation of the "Confidentiality Statement".

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

County of Placer

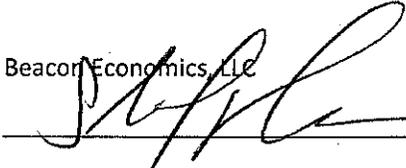


SIGNATURE:

Printed Name & Title: David Boesch, CEO

Dated: June 23, 2016

Beacon Economics, LLC



SIGNATURE:

Printed Name & Title: Sherif Hanna Managing Partner

Dated: June 15, 2016

EXHIBIT B
(Standard Agreement)

1. BUDGET DETAIL AND PAYMENT PROVISIONS

- a) The maximum amount of this Agreement shall not exceed Four Thousand Five Hundred Nineteen Dollars and No Cents (\$4519.00).
- b) The Budget Detail Sheet, attached hereto as Attachment B-1, is incorporated as part of this Agreement.
- c) In consideration of the performance and completion of the foregoing in a satisfactory manner, and upon receipt of a detailed invoice, Beacon Economics, LLC shall reimburse EDD the total amount due, based on the following product rate structure:
 - A \$675.00 Administrative Fee. The administrative cost for contracting includes the costs for development, processing, and maintenance of a contract. These costs are computed in accordance with Sections 8752 and 8752.1 of the State Administrative Manual.
 - A \$3651.90 Data Charge.
 - A \$192.00 Data Center Secure File Transfer (SFT) charge.
- d) A detailed invoice will reference EDD Agreement No. M7103931 and shall be sent for payment to:

Sherif Hanna
Managing Partner
Beacon Economics, LLC
5777 West Century Boulevard, STE 895
Los Angeles, CA 90045

- e) Payment will be made to EDD within thirty (30) days of receipt and approval. Payment must reference the EDD Invoice Number, EDD Agreement No. M7103931, and shall be sent to:

Payment Coordinator
Employment Development Department
Labor Market Information Division
800 Capitol Mall, MIC 57
Sacramento, CA 95814

Contract Name: County of Placer, Office of Economic Development
Term of Contract: August 1, 2016-July 31, 2017
Field Office/Division: Labor Market Information Division

EDD Contract: M7103931
Project Code: 654
Page: 1 of 1

**Attachment B-1
 Budget Detail Sheet
 SFY 2016-17***

PERSONAL SERVICES & PERSONNEL BENEFITS (PS & PB)

<u>Classification</u>	<u>Annual Salary</u>	<u>Contract Hours</u>	<u>PYs</u>	<u>Total Costs</u>
Research Analyst II	\$72,576	54.2	0.0315	\$2,286.14
		0.0	0.0000	\$0.00
		0.0	0.0000	\$0.00
		0.0	0.0000	\$0.00
		0.0	0.0000	\$0.00
		0.0	0.0000	\$0.00
Sub-Total		54.2	0.0315 (A)	\$2,286.14 (B)
Personnel Benefits (55.51% of (C))				<u>\$1,269.04</u>
TOTAL PS & PB			(A)	<u>\$3,555.18</u>

OPERATING EXPENSES & EQUIPMENT (OE&E)

Allocated OE&E ((A) multiplied by \$11,706 per PY) \$368.74

Direct OE&E

<u>Expense Type</u>	<u>Est. Cost</u>
Data Center SFT Services Exp Code 835	\$192.00

Total Direct OE&E \$192.00

TOTAL OE&E \$560.74

Administrative Staff and Technical (AS&T) ((A) multiplied by \$12,793 per PY) \$402.98

CONTRACT TOTAL \$4,518.90

* Rates may be subject to change.

Please Note: If Staff is outstationed DO NOT include the allocated OE&E

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.

County of Placer, Office of Economic Development 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 Title 20, Code of Federal Regulations §603.10.
- 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, County of Placer, Office of Economic Development 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.
- g. Notify the EDD Help Desk at (916) 654-1010, 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

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(Standard Agreement)

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 County of Placer, Office of Economic Development 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 D1):
- d. Return the following completed documents to the EDD Contract Services Group:
 - The EDD Indemnity Agreement (Attachment D2): Required to be completed by the County of Placer, Office of Economic Development Chief Financial Officer or authorized Management Representative, unless County of Placer, Office of Economic Development is a State Agency.
 - The EDD Statement of Responsibility Information Security Certification (Attachment D3): 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 D1) 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 Social Security Act §1137(a)(5)(B).

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 §1094(b) of the California Unemployment Insurance Code (CUIC). Section 1095(u) of the CUIC does not authorize the use of the EDD's confidential information by any private collection agency.
- b. Extraction or use of the EDD information for any purpose outside the purposes stated in this Agreement is strictly prohibited. The information obtained under this Agreement shall not be reproduced, published, sold, or released in original or any other form not specifically authorized under this Agreement.
- c. Disclosure of any of the EDD information to any person or entity not specifically authorized in this Agreement is strictly prohibited. Personnel assigned to work with the EDD's confidential information

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(Standard Agreement)

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. County of Placer, Office of Economic Development 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 County of Placer, Office of Economic Development, after the purpose for which the confidential information is disclosed is served. Disposal means return of the confidential information to the EDD or destruction of the information utilizing an approved method of confidential destruction, which includes electronic deletion (following Department of Defense specifications) shredding, burning, or certified or witnessed destruction.

EMPLOYMENT DEVELOPMENT DEPARTMENT CONFIDENTIALITY AGREEMENT

Information resources maintained by the State of California Employment Development Department (EDD) and provided to your agency may be confidential or sensitive. Confidential and sensitive information are not open to the public and require special precautions to protect it from wrongful access, use, disclosure, modification, and destruction. The EDD strictly enforces information security. If you violate these provisions, you may be subject to administrative, civil, and/or criminal action.

_____ an employee of County of Placer, Office of Economic Development
PRINT YOUR NAME PRINT YOUR EMPLOYER'S NAME

hereby acknowledge that the confidential and/or sensitive records of the Employment Development Department are subject to strict confidentiality requirements imposed by state and federal law include the California Unemployment Insurance Code (UIC) §§1094 and 2111, the California Civil Code (CC) §1798 et seq., the California Penal Code (PC) §502, Title 5, USC §552a, Code of Federal Regulations, Title 20 part 603, and Title 18 USC §1905.

- INITIAL _____ acknowledge that my supervisor and/or the Contract's Confidentiality and Data Security Monitor reviewed with me the confidentiality and security requirements, policies, and administrative processes of my organization and of the EDD.
- INITIAL _____ acknowledge responsibility for knowing the classification of the EDD information I work with and agree to refer questions about the classification of the EDD information (public, sensitive, confidential) to the person the Contract assigns responsibility for the security and confidentiality of the EDD's data.
- INITIAL _____ acknowledge responsibility for knowing the privacy, confidentiality, and data security laws that apply to the EDD information I have been granted access to by my employer, including UIC §§1094 and 2111, California Government Code § 15619, CC § 1798.53, and PC § 502.
- INITIAL _____ acknowledge that wrongful access, use, modification, or disclosure of confidential information may be punishable as a crime and/or result in disciplinary and/or civil action taken against me—including but not limited to: reprimand, suspension without pay, salary reduction, demotion, or dismissal—and/or fines and penalties resulting from criminal prosecution or civil lawsuits, and/or termination of contract.
- INITIAL _____ acknowledge that wrongful access, inspection, use, or disclosure of confidential information for personal gain, curiosity, or any non-business related reason is a crime under state and federal laws.
- INITIAL _____ acknowledge that wrongful access, use, modification, or disclosure of confidential information is grounds for immediate termination of my organization's Contract with the EDD.

- INITIAL _____ agree to protect the following types of the EDD confidential and sensitive information:
- Wage Information
 - Employer Information
 - Claimant Information
 - Tax Payer Information
 - Applicant Information
 - Proprietary Information
 - Operational Information (manuals, guidelines, procedures)

- INITIAL _____ hereby agree to protect the EDD's information on either paper or electronic form by:
- Accessing or using the EDD supplied information only as specified in the Contract for the performance of the specific work I am assigned.
 - Never accessing information for curiosity or personal reasons.
 - Never showing or discussing sensitive or confidential information to or with anyone who does not have the need to know.
 - Placing sensitive or confidential information only in approved locations.
 - Never removing sensitive or confidential information from the work site without authorization.
 - Following encryption requirements for all personal, sensitive, or confidential information in any portable device or media.

"I certify that I have read and initialed the confidentiality statements printed above and will abide by them."

Print Full Name (last, first, MI)
County of Placer,
Office of Economic Development

Print Name of Requesting Agency

Signature

Date Signed

Check the appropriate box

Employee Student

Subcontractor Volunteer

Other _____
Explain

**EMPLOYMENT DEVELOPMENT DEPARTMENT
INDEMNITY AGREEMENT**

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

David Boesch

(Enter name of Chief Financial Officer or authorized Management Representative)

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 Placer, Office of Economic Development

(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. (California 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

David Boesch

Print Full Name (last, first, MI)

Signature

County Executive Officer

Print Title

Date Signed

County of Placer, Office of Economic Development

Print Name of Requesting Entity

Enter Name Governmental Sponsor/Entity

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

We, the Information Security Officer and IT Supervisor, hereby certify that County of Placer, Office of Economic Development has in place the safeguards and security requirements stated in this Agreement. We therefore accept responsibility for ensuring compliance with these requirements, as set forth in Exhibit "D" of the EDD Agreement No. M7103931.

SIGNATURE	SIGNATURE
Paul Griffith	Kelly Berger
PRINT NAME	PRINT NAME
Information Security Officer	IT Supervisor/GIS Coordinator
PRINT TITLE	PRINT TITLE
530-889-4084	530-745-3083
TELEPHONE NUMBER	TELEPHONE NUMBER
pgriffit@placer.ca.gov	kberger@placer.ca.gov
E-MAIL ADDRESS	E-MAIL ADDRESS
DATE SIGNED	DATE SIGNED

NOTE: Return this Information Security Certification to the EDD Contract Manager with the signed copies of the Contract.

FOR THE EDD USE ONLY

1. Information Security Certification received by:

EDD CONTRACT MANAGER NAME	DATE RECEIVED
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2. The EDD information asset access approved by:

CONTRACT MANAGER OR DISCLOSURE COORDINATOR	DATE APPROVED (AFF, EMAIL, ETC.)
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NOTE: The EDD must have a signed "Information Security Certification" in its possession prior to disclosure of any personal, confidential, or sensitive information to the