**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**CALIFORNIA AUTOMATED CONSORTIUM ELIGIBILITY SYSTEM**

**AND**

**CALIFORNIA DEPARTMENT OF SOCIAL SERVICES**

This Memorandum of Understanding (MOU) is entered into by and between the State of California Department of Social Services (CDSS) and the California Automated Consortium Eligibility System (CalACES) as of July 1, 2018. The CDSS and CalACES may be referred to herein as Party and collectively as Parties.

1. **PURPOSE**

The purpose of this MOU is to set forth the terms and conditions for the CalACES to provide to the CDSS the necessary and relevant California Work Opportunity and Responsibility to Kids (CalWORKs) and CalFresh confidential client data retained by the counties of Monterey, Napa, and Stanislaus (herein referred to as “Pilot Counties”) contained within the Consortium-IV (C-IV) System. The data provided to the CDSS will be transmitted to the California Workforce Development Board (CWDB) for use by the Cross-system Analytics and Assessment for Learning and Skills Attainment (CAAL-Skills) project herein after referred to as the “Project”).

The purpose of the Project is to establish a data repository and analytics platform that will systematically link and pool participant level data currently residing in separate programs. The Project will collectively display performance outcomes by program, region, demography, and industry using common metrics. The Project will also update and report workforce metrics pursuant to Unemployment Insurance Code section 14013, subdivision (i). CDSS has entered into an interagency agreement (Agreement 17-2040 A-1) with CWDB to provide CalWORKs and CalFresh confidential client data for use by the Project.

1. **BACKGROUND AND AUTHORITY**
2. CDSS is the state agency responsible for the oversight and overall administration of the CalWORKs and CalFresh programs.
3. The CalWORKs and CalFresh programs are administered by the county welfare departments (CWDs).
4. CalACES establishes itself as a Joint Powers Authority (JPA) by agreement with 40 of the 58 CWDs that provide a single legal entity for purposes of managing the C-IV and LRS Systems that maintains the client data of the applicable counties. The client data may include CalWORKs and CalFresh client data. The client data is confidential data as specified in Welfare and Institutions Code Section 10850 and required to be protected from unauthorized access in accordance with state and federal laws.
5. Welfare and Institutions Code Section 10850 specifically authorizes any CWD in the state to provide “… lists of applicants for, or recipients of, public social services, to any other county welfare department or the State Department of Social Services, and these lists or any other records shall be released when requested by …the State Department of Social Services. These…records shall only be used for purposes directly connected with the administration of public social services,” which applies to the use of the data for the Project.
6. CWDB is required per statutory requirements found in California Unemployment Insurance Code section 14013, subdivision (i), to develop a workforce metrics dashboard (data repository) using existing data sources currently collected by and accessible to state organizations.
7. The CDSS has agreed to share CalWORKs and CalFresh client data to CWDB through Agreement number 17-2040 A-1(Attachment A) for the sole purpose of the Project.
8. In order for CWDB to fulfill the requirements of the Project, CWDB will need specific CalWORKs and CalFresh client data held by the Pilot Counties within the C-IV System as identified in the CAAL-Skills Data Exchange Specification Requirements, version County Welfare Directors Association of California (Attachment B).
9. **SCOPE OF WORK**

CalACES agrees to provide to the CDSS available CalWORKs and CalFresh confidential client data identified in Attachment B. CalWORKs and CalFresh confidential client data retained by the Pilot Counties and held within the C-IV system will be provided to the CDSS as specified in Attachment B. The CDSS shall only use the provided files from CalACES to transmit to CWDB for the purposes of fulfilling the requirements specified under Attachment A.

1. **CalACES RESPONSIBILITIES**
2. CalACES agrees to use its reasonable best efforts to extract and send to the CDSS the CalWORKs and CalFresh confidential client data specified in Attachment B.
3. CalACES agrees to use secure file transfer protocols and encryption that meet or exceed the standards described in Attachment C, CDSS Confidentiality and Information Security Requirements.
4. CalACES agrees to generate test data files in accordance with Attachment B and send to CDSS as described above within six weeks from the effective date.
5. CalACES agrees to work cooperatively with the CDSS, if needed, in providing clarification or modification of the CalWORKs and CalFresh confidential client data transferred to the CDSS. If necessary for the completion of the Project, the CDSS may request additional data elements or assistance from CalACES and by written mutual consent of the Parties, the Attachment B may be amended as part of this MOU.
6. **CDSS RESPONSIBILITIES**
7. The CDSS, upon receipt of the CalWORKs and CalFresh confidential client data specified in Attachment B from CalACES, agrees to protect the confidentiality and security of the information in accordance with CDSS policies, procedures, and federal and state law applicable to public assistance programs, including but not limited to Welfare and Institutions Code Section 10850, and, the California Information Practices Act commencing at Civil Code section 1798. This provision survives the termination or expiration of the MOU.
8. The CDSS will transfer files received from CalACES to CWDB using the requirements specified in Attachment B.
9. **TERM**

This MOU shall be effective on July 1, 2018 or upon execution by the last to sign of the authorized representatives of the CDSS and CalACES, whichever is later. The MOU shall expire on 6/30/2019, unless terminated pursuant to Section IX, paragraph B below.

1. **FUNDING**

There is no funding or fiscal reimbursement for the provision of the client data pursuant to this MOU.

1. **CONTACTS**
2. The following CDSS representative is authorized to implement the terms and condition of the MOU and will be responsible for the oversight and supervision of the security and confidentiality of the client data sent to CDSS by CalACES:

M. Akhtar Khan, Chief

Research Services Branch

California Department of Social Services

744 P St. MS 9-13-42

Sacramento, CA 95814

(916) 653-1800

Akhtar.Khan@dss.ca.gov

1. The following CDSS representative will serve as the point of contact for communication between the CDSS and CalACES:

Dionne Evans-Dean, Chief

Performance Monitoring & Research Bureau

California Department of Social Services

744 P St. MS 9-13-56

Sacramento, CA 95814

(916) 653-1430

Dionne.Evans-Dean@dss.ca.gov

1. The following CalACES representative is authorized to implement the terms and conditions of the MOU and will be responsible for the oversight and supervision of the security and confidentiality of the transmission of client data sent by CalACES to the CDSS:

Karen Rapponotti, Deputy Director CalACES Project

11290 Pyrites Way, Suite 150

Gold River, CA 95670

(916) 851-3208

rapponottikj@calaces.org

1. Either Party may make changes to the contacts for this MOU within five (5) days advance written notice to the other. Said changes shall not require an amendment to this MOU.
2. **GENERAL PROVISIONS**
3. AMENDMENTS. This MOU may be amended in writing at any time by written mutual consent of the Parties.

B. TERMINATION.

1. Termination without cause: This MOU may be terminated by either Party without cause upon thirty (30) days written notice.

2. Termination with cause: This MOU may be terminated immediately by either Party if the terms of this MOU are violated in any manner.

3. Other grounds for termination. In the event that any other contract, agreement or MOU which is identified in Section II. Background and Authority above, as being related to or necessary for the performance of this MOU, terminates or expires, this MOU may 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) days written notice.

1. DISPUTE RESOLUTION PROCESS. If a dispute arises between the CDSS and CalACES, CalACES must seek resolution using the process outline below:

CalACES should first informally discuss the problem with the CDSS contact identified in Section VIII, paragraph B. If the problem cannot be resolved informally, CalACES must direct the grievance, in writing, to the CDSS contact in Section VIII, paragraph B. This contact must make a written decision within ten (10) working days after receipt of the written grievance from CalACES. Should CalACES disagree with the written decision of the CDSS contact in Section VIII, paragraph B, CalACES may appeal in writing to the CDSS contact in Section VIII, paragraph A. This contact, who is the supervisor and upper management staff of CDSS, must make a written decision within ten (10) working days after receipt of the written grievance from CalACES. The decision of the supervisor and upper management staff of CDSS shall be the final decision.

1. IDEMNITY.
2. CalACES shall defend, indemnify and hold harmless CDSS, its officers, directors, agents, and employees from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees (hereinafter “Liabilities”), arising out of or resulting from CalACES performance of the Agreement to the extent caused in whole or in part by the negligent or intentional acts or omissions of CalACES or its officers, directors, agents, employees, or contractors.
3. CDSS shall defend, indemnify and hold harmless CalACES, its officers, directors, agents, and employees from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees (hereinafter “Liabilities”), arising out of or resulting from CDSS’ performance of the Agreement to the extent caused in whole or in part by the negligent or intentional acts or omissions of CDSS or its officers, directors, agents, employees, or contractors.
4. Where it is determined that action or inaction by both Parties contributed to any Liabilities, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to the fault of that Party, its officers, directors, agents, employees, or contractors.
5. **AUTHORIZED REPRESENTATIVES**

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

**For CALIFORNIA DEPARTMENT OF SOCIAL SERVICES**

Tammy T. Gorman, SSM I, Contracts and Purchasing Bureau

California Department of Social Services

744 P Street, MS 8-14-747

Sacramento, CA 95814

(916) 657-1919

Tammy.Gorman@dss.ca.gov

**Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_\_\_\_\_\_

Tammy T. Gorman, SSM I, Contracts and Purchasing Bureau

**For CalACES**

Antonia Jimenez, Chair CalACES Joint Powers Authority

12860 Crossroads Parkway South
City of Industry, CA  91746

(562) 908-8600

AntoniaJimenez@dpss.lacounty.gov

John Boule, Executive Director

11290 Pyrites Way, Suite 150

Rancho Cordova, CA 95670

(916) 851-3201

BouleJ@CalACES.org

**Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_\_\_\_\_\_

Antonia Jimenez, Chair CalACES Joint Powers Authority

**Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_\_\_\_\_\_

John Boule, Executive Director

Approved as to legal form:

**Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_\_\_\_\_\_

Jeffrey Mitchell, CalACES Legal Counsel