

## STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY DEPARTMENT OF SOCIAL SERVICES



September 04, 2019

John Boule Executive Director CalSAWS Joint Power Authority 11290 Pyrites Way, Suite 150 Rancho Cordova, CA 95670

Dear Mr. Boule:

The purpose of this letter is to provide you the 2019 Privacy and Security Agreement (Agreement) and instructions for returning two signed copies of the Agreement to the California Department of Social Services (CDSS).

The intent of the Agreement between CDSS and the California Statewide Automated Welfare System Joint Powers Authority (CalSAWS Consortium) is to ensure the privacy and security of Social Security Administration (SSA) information, Medi-Cal Eligibility Data System (MEDS) information, Income and Eligibility Verification System (IEVS) information, and Personally Identifiable Information (PII). SSA requires CDSS to enter into Agreements with our county departments/agencies and contractors who have access to SSA-provided information to safeguard this information. The Agreement covers the following programs:

- CalFresh;
- California Food Assistance Program (CFAP)
- California Work Opportunity and Responsibility to Kids Program (CalWORKs);
- Cash Assistance Program for Immigrants (CAPI);
- Entrant Cash Assistance (ECA)/Refugee Cash Assistance (RCA);
- Foster Care (FC) (eligibility);
- Kinship Guardianship Assistance Program (Kin-GAP) (eligibility);
- Federal Guardianship Assistance Program (Fed-GAP) (eligibility);
- General Assistance/General Relief (GA/GR); and
- Trafficking and Crime Victims Assistance Program (TCVAP).

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The Agreement contains two (2) incorporated exhibits. Due to the sensitive nature of these exhibits, CDSS asks that the CalSAWS Consortium's Privacy and Security Officer submit a request for the exhibits to the CDSS PSA inbox at cdsspsa@dss.ca.gov.

The CalSAWS Consortium should send CDSS two Agreements, both of which are to contain the original signature of the CalSAWS Consortium authorized official. Once obtained, the Agreements will be signed by CDSS; however, only one of the Agreements will be returned to the CalSAWS Consortium. When returning the Agreements to CDSS, please include a contact name, physical mailing address, and contact phone number, which will be used when CDSS returns the signed Agreement(s). The CalSAWS Consortium may submit additional completed Agreements with a written request that CDSS return multiple copies to the CalSAWS Consortium.

The CalSAWS Consortium should ensure that CDSS receives the signed Agreements no later than 45 days from the date of this letter. The CalSAWS Consortium should contact CDSS as soon as possible if unable to submit the signed Agreements by this date.

As required by the Agreement, if the CalSAWS Consortium allows agents, subcontractors, and vendors to access PII, they must enter into written agreements that will impose, at minimum, the same restrictions and conditions that apply to the CalSAWS Consortium with respect to PII. If the agents, subcontractors, and vendors of CalSAWS Consortium access data provided to CDSS by SSA or Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS), the CalSAWS Consortium shall also incorporate the Agreement's Exhibits into each subcontract or subaward with agents, subcontractors, and vendors. The evidence of such shall be provided to CDSS within 60 days of the date the Agreement becomes effective. The CalSAWS Consortium should advise CDSS as soon as possible if they are unable to meet this deadline.

Send signed Agreements to the following address:

California Department of Social Services Information Security and Privacy Bureau – CalSAWS PSA 744 P Street, MS 9-9-70 Sacramento, CA 95814-6413 Mr. John Boule Page 3

In the event that you need to contact CDSS regarding any of the information in this letter, please contact the CDSS Information Security & Privacy Bureau's CalSAWS PSA email box at <a href="mailto:cds.ca.gov">cds.ca.gov</a> or (916) 651-5558.

Sincerely,

PETE CERVINKA Chief Deputy Director

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**Enclosure**