

Memorandum of Understanding
Between
Truv, Inc. and
California Statewide Automated Welfare System (CalSAWS)

This Memorandum of Understanding (MOU) is entered into by and between Truv, Inc, (hereinafter referred to as Truv), and the California Statewide Automated Welfare System, (hereinafter referred to as CalSAWS).

I. PURPOSE

The purpose of this MOU is to support and facilitate discussions regarding a non-monetary cooperative agreement that enables Truv to support the California Department of Social Services (CDSS) in verifying county customers' employment and income. Under this agreement, Truv will not have direct access to the CalSAWS database. Instead, CalSAWS will leverage a secure Application Program Interface (API) to transmit the necessary Personally Identifiable Information (PII) to Truv to facilitate employment and income verification. This MOU governs the secure access, use, and protection of data exchanged via API between the Disclosing Party and the Receiving Party strictly for employment and income verification purposes.

II. BACKGROUND AND LEGAL AUTHORITY

- A. CDSS is the state agency responsible for the administration of social services programs in California. As a part of administering social services, CDSS has entered into a contract with Truv for the sharing of information, including information maintained by CalSAWS, for the purpose of employment and income verification through Truv dated January 5, 2026.
- B. The CalSAWS Consortium established itself as a Joint Powers Authority (JPA) by agreement with the 58 California Counties to provide a single legal entity for purposes of managing the C-IV, CalWIN, and LRS Systems that maintain the client data of each County. The client data may include data from the CDSS Programs. The client data is confidential data as specified in Welfare and Institutions Code (WIC) section 10850 and is required to be protected from unauthorized access in accordance with state and federal laws.
- C. WIC section 10850 specifically authorizes any County Welfare Department (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".

III. III. ORDER OF PRECEDENCE

This MOU is entered into in furtherance of, and is subject to, the MSA, as such term is defined hereinafter. This MOU does not create rights, obligations, or liability exposure independent of the MSA. In the event of any conflict or inconsistency between the terms of this MOU and the terms of the MSA, including but not limited to matters of indemnification and limitation of liability, the terms of the MSA shall control and shall govern the relationship between Truv, CDSS, and CalSAWS with respect to the subject matter of this MOU.

IV. TERM OF THE MOU

This MOU will remain in force unless otherwise modified or terminated by either party or upon termination of the contract between CDSS and Truv.

V. DEFINITIONS

- A. **Receiving Party:** The term “Receiving Party” shall mean a Party that receives Confidential Information (as defined below) from the other Party or its Representatives pursuant to this MOU.
- B. **Disclosing Party:** The term “Disclosing Party” shall mean a Party that provides or discloses its Confidential Information to Receiving Party.
- C. **Representatives:** The term “Representatives” means the directors, officers, partners, managers, members, employees, advisors (financial, legal or other), attorneys, agents, affiliated entities (including an entity controlling, controlled by, or under common control with a Party), and other similar representatives of a Party.
- D. **Confidential Information:** The term “Confidential Information” means all non-public, confidential or proprietary information that is disclosed to the Receiving Party by or on behalf of the Disclosing Party, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential,” or “proprietary”, including without limitation, the existence of this Agreement, financial data, projections, evaluations, technology, programs, designs, plans, devices, drawings, mechanisms, specifications, formulations, trade secrets, know-how, inventions, processes, procedures, methodologies, techniques, operations, and third-party confidential information included with, or incorporated in, any information provided by or on behalf of the Disclosing Party, including but not limited to PII disclosed pursuant to WIC section 10850, and all notes, analysis, compilations, reports, studies, samples, data, summaries, interpretations and other information or materials developed or prepared by or for the Receiving Party or its Representatives (as defined below) that contain, are based on, or otherwise reflect or are derived from, in whole or in part, any of the foregoing.
- E. **Exclusion:** The term Confidential Information shall exclude: (a) any information that was generally available to the public prior to the MOU Effective Date; (b) any information that

becomes generally available to the public (through no act or omission of Receiving Party or its Representatives) after the MOU Effective Date; (c) any information that has been independently developed by Receiving Party or its Representatives and which can be substantiated by written evidence; or (d) any information that has been disclosed to Receiving Party by a third party that is not in breach of its confidentiality, contractual, legal or fiduciary obligations to Disclosing Party. For purposes of clauses (a) and (b) of the preceding sentence, a combination of information shall not be considered public merely because individual elements thereof are in the public domain, unless the actual combination of all the elements is in the public domain.

- F. **MSA:** Means the Master Service Agreement between Truv and the California Department of Social Services dated January 5, 2026, together with all Exhibits incorporated therein by reference, including the Confidentiality and Information Security Requirements Exhibit.

VI. **DATA AND SYSTEM SECURITY**

- A. **Security:** Truv agrees to maintain technical, administrative, and procedural system security safeguards – which at a minimum will be consistent with the California Department of Technology Statewide Information Management Manual (SIMM 5300) and NIST 800-53, to protect CalSAWS data from unauthorized physical and electronic access. CalSAWS shall have the right, not more than once annually, to conduct a Compliance Assessment in the form of an electronic questionnaire Truv will respond to such questionnaires within thirty (30) days. In the event of non-compliance findings, CalSAWS may request an onsite review, subject to sixty (60) days' notice, limited to one (1) business day, and restricted from access to secure data centers.

CalSAWS reserves the right to disable and/or terminate accounts, including those used for API connectivity or access, in the event that system activity warrants it. In such cases, Truv will be notified immediately and provided with a summary of the discovery that led to the action, allowing Truv to take necessary courses of action (i.e. internal investigation).

- B. **Data Ownership:** Nothing in this MOU is to be construed as granting Receiving Party any right, title, ownership, license or other right of interest with respect to Disclosing Party's Confidential Information, except the right to use the Confidential Information in accordance with this MOU. Disclosing Party retains all right, title and interest in and to the Confidential Information.
- C. **Disclosure by Legal Process:** If Receiving Party or any of its Representatives are requested or required to disclose any Confidential Information by oral questions, interrogatories, requests for information or other documents in legal or regulatory proceedings, subpoena, civil investigative demand or any other similar process, then Receiving Party shall (unless prohibited by law or governmental authority) provide Disclosing Party with prompt written notice of any such request or requirement so that Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this MOU. If Disclosing Party waives compliance with the provisions of this MOU with respect to a specific request or requirement, Receiving

Party and its Representatives shall disclose only that portion of the Confidential Information that is covered by such waiver and which is necessary to disclose to comply with such request or requirement. If (in the absence of a waiver by Disclosing Party) Disclosing Party has not secured a protective order or other appropriate remedy and if Receiving Party or its Representatives are nonetheless legally compelled to disclose Disclosing Party's Confidential Information, then Receiving Party or such Representative may, without liability hereunder, disclose only that portion of the Confidential Information that is necessary to be disclosed.

- D. Use of Confidential Information:** Receiving Party and its Representatives shall use the Confidential Information solely for the purpose for which it was disclosed. The Confidential Information shall be kept confidential, and neither Receiving Party nor any of its Representatives will disclose any Confidential Information in any manner whatsoever; provided, however, that Receiving Party may disclose Confidential Information to those of its Representatives who need to know such information for the purpose of carrying out the Purpose, including the evaluation of a potential relationship, and who are bound by obligations of confidentiality. As a condition to its receipt of Confidential Information hereunder, Receiving Party shall advise its Representatives of the confidential nature of the Confidential Information and shall cause its Representatives to treat such information in accordance with the provisions of this MOU. Each of the Parties hereto agrees that it will be fully responsible for any breach of any of the provisions of this MOU by its Representatives. In addition, each Party shall (a) take all reasonable steps to ensure that Confidential Information is not disclosed to any other person or party or used in a manner contrary to this MOU, and (b) promptly notify the other of any unauthorized disclosure of the other's Confidential Information or of another breach of this MOU. Secondary use (e.g., marketing, analytics, resale) or data aggregation beyond authorized scope is prohibited.

- E. Third-Party Sharing: No data may be shared with subcontractors without written approval. All approved subcontractors must adhere to equivalent security obligations.

VII. TRUV'S OBLIGATIONS

It is agreed that Truv will:

- A. Ensure that information retrieved via the CalSAWS API, its agents (county welfare departments), or its agents' contractors, will be treated as Confidential Information and used solely for employment and income verification through Truv. Truv will take all necessary steps to accomplish this, including, but not limited to, complying with California Welfare and Institutions Code section 10850
- B. Truv shall ensure that it complies with all applicable laws, including California privacy laws (CCPA/CPRA), and at a minimum consistent with standards such as NIST 800-53, NIST SP 800-207, SP 800-228, OIDS, SIMM 5300, and OAuth 2.0. Truv must maintain SOC 2 Type II or equivalent and provide annual security attestations to CalSAWS annually.

- C. Truv shall maintain records demonstrating measures taken to ensure the confidentiality and integrity of Confidential Information retrieved by it via the CalSAWS API. CalSAWS reserves the right to monitor, audit or investigate Truv's use of CalSAWS' and/or third parties' Confidential Information collected, used, or acquired by Truv under this Agreement.
- D. Truv will provide an initial notification to CalSAWS of any actual data breach or unauthorized access as soon as possible but in no event later than within twenty-four (24) hours of the incident giving rise to any such data breach or unauthorized access. Truv will provide a more detailed incident report with known facts, impact, indicators of compromise, affected data, containment actions, and remediation plans within forty-eight (48) hours, with ongoing periodic updates until resolution.
- E. Truv access is limited to minimum necessary data. No access to full datasets or bulk extraction unless explicitly authorized in writing. Sensitive fields must be masked, tokenized, or truncated where feasible.
- F. Data retention and destruction: Truv shall not retain data beyond the approved retention period. Upon termination of MOU, Truv must provide written certification of destruction upon request unless there is a legal hold.

VIII. **CALSAWS OBLIGATIONS**

It is agreed that CalSAWS will, through its employees, agents, or agents' contractors:

- A. Provide Truv with a secure, service-level API credential (e.g., an OAuth 2.0 client credential or equivalent service account, and not individual named-employee logins to the CalSAWS database) enabling Truv to submit and receive CalSAWS data and recipient benefit information via a mutually agreed upon API, consistent with Section I's provision that Truv will not have direct access to the CalSAWS database.
- B. Notify Truv of any planned system changes, maintenance, or outages that may affect data availability.
- C. CalSAWS will provide an initial notification to Truv of any actual data breach, credential compromise, or unauthorized access affecting Truv's systems, credentials, or Confidential Information as soon as possible but in no event later than twenty-four (24) hours of discovery, followed by a detailed incident report within forty-eight (48) hours consistent with the standard set forth in Section VI, with ongoing periodic updates until resolution.
- D. Truv reserves the right to immediately suspend or disable any CalSAWS or County API credential connection in the event of suspected unauthorized, anomalous, or unlawful activity, and will notify CalSAWS promptly, providing a summary of the discovery that led to such action.
- F. Upon Truv's written request, not more than once annually, CalSAWS will provide a security attestation (e.g., an applicable CDT Authorization to Operate, independent audit

summary, or completed compliance questionnaire) covering the systems and users with access to the API, sufficient for Truv to assess CalSAWS's compliance with this Section.

- G. CalSAWS shall ensure that any County Welfare Department, agent, or contractor granted access to the API or Confidential Information under this MOU is bound by confidentiality and security obligations at least as protective as those set forth in this MOU, including background screening, consistent with applicable law, of personnel with access to PII.
- H. CalSAWS shall request and transmit only the minimum data fields reasonably necessary for a given employment or income verification request, and represents that it has obtained consent from the individuals to whom the data pertains to transmit the same to Truv for the purpose of the verifications required by CDSS, and that any data transmitted to Truv via the API is accurate and current as of the time of transmission, and will promptly notify Truv of any known inaccuracies.
- I. For each request submitted via the API, CalSAWS shall ensure it has, and upon Truv's request to satisfy Truv's obligations under the federal Fair Credit Reporting Act, shall certify, a valid permissible purpose pursuant to 15 U.S.C. § 1681b, and Welfare and Institutions Code section 10850 for obtaining the requested information, and that County caseworkers submitting such requests have documented authority to do so.

GENERAL PROVISIONS

A. **Laws and Regulations.**

- 1. This MOU is entered into and subject to applicable federal and state laws, regulations, and directives.
- 2. The conduct of the parties to this MOU shall be in accordance with Title VI of the Civil Rights Act of 1964, and the rules and regulations promulgated thereunder.
- 3. To the extent applicable, Truv and CalSAWS agree to comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on regulations, guidelines, and interpretations issued thereto.

B. **Modification and Termination.**

- 1. This MOU may be amended at any time by written consent of both parties.
- 2. Either party may terminate this MOU only (i) for the other party's uncured material breach, following written notice describing the alleged breach and a reasonable opportunity, not less than thirty (30) days, to cure such breach, except that this cure period shall not apply to suspension of API access or accounts under Section VIII in response to an actual or suspected data breach, credential compromise, or unauthorized or unlawful activity, or (ii) upon termination or non-renewal of the underlying contract between Truv and CDSS, in which case the parties shall

coordinate the effective date of such termination with the effective date of the termination of the Truv-CDSS contract. .

3. This MOU is not valid until signed by both parties.
 4. This MOU is only valid for as long as Truv has a contractual relationship with CDSS for services related to verifying customer data.
- C. **No Commitment or License:** This MOU does not obligate the parties to enter into a definitive business relationship or grant any license under any intellectual property rights.
- D. **Survival:** Obligations regarding Confidential Information that constitutes a "trade secret" as defined in the Uniform Trade Secrets Act (Civil Code section 3426, et seq.) or third-party PII survive for as long as such information remains either a trade secret under law or protected PII. All other confidentiality obligations survive for two (2) years following termination.
- E. **Security:** CalSAWS agrees to maintain technical, administrative, and procedural safeguards for its own systems, credentials, and any Confidential Information received from Truv, at a minimum consistent with SIMM 5300 and NIST 800-53, and shall ensure that API credentials, keys, and access tokens issued to or used by Truv are stored, transmitted, and rotated securely, including encryption at rest and in transit, periodic rotation, and prohibition on hardcoding or exposing credentials in logs.

CI. **PROJECT CONTACTS**

The contact person on behalf of CalSAWS is:

Holly Murphy
11971 Foundation Place, Suite 300
Gold River, CA 95670
(916) 282-3806
MurphyH@calsaws.org

The contact person on behalf of Truv is:

[INSERT]

CII. **SIGNATURES**

Truv, Inc

California Statewide Automated Welfare
System

By: _____
[INSERT]

By: _____
Holly Murphy, Acting Executive Director

Date: _____

Date: _____