

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



205

FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE:
March 15, 2011

SUBJECT: TANF-SSI DISABILITY TRANSITION PROJECT (TSDTP)

RECOMMENDED MOTION: That the Board of Supervisors Approve and:

1. Authorize the Chairman of the Board to sign the attached Revised Memorandum of Agreement (MOA) between Riverside County DPSS, California Department of Social Services (CDSS), and the Social Security Administration (SSA), for participation in the National Data Match Study referred to as the TANF-SSI Disability Transition Project for the 5-year period of FY 2010/2011 through FY 2014/2015.
2. Authorize the Chairman of the Board to sign the attached Memorandum of Understanding (MOU) between Riverside County DPSS, California Department of Social Services (CDSS), the U.S. Department of Health and Human Services' Administration for Children and Families, and MDRC in conjunction with the above referenced MOA, as required for participation in the TANF-SSI Disability Transition Project.
3. Authorize the Director of the Department of Public Social Services (DPSS) to administer the MOA and MOU on behalf of Riverside County.

Susan Loew

Susan Loew, Director

| | | | | |
|-----------------------|--------------------------------------|------|--------------------------------|-------|
| FINANCIAL DATA | Current F.Y. Total Cost: | \$ 0 | In Current Year Budget: | N/A |
| | Current F.Y. Net County Cost: | \$ 0 | Budget Adjustment: | NO |
| | Annual Net County Cost: | \$ 0 | For Fiscal Year: | 10-11 |

| | | |
|--|---|--------------------------|
| SOURCE OF FUNDS: No County Funds Required | Positions To Be Deleted Per A-30 | <input type="checkbox"/> |
| | Requires 4/5 Vote | <input type="checkbox"/> |

C.E.O. RECOMMENDATION:

APPROVE
BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: April 12, 2011
xc: DPSS, CDSS

Kecia Harper-Ihem
Clerk of the Board
By: *[Signature]*
Deputy

Prev. Agn. Ref.: 07/14/09 (3.69)

District: All

Agenda Number:

3.17

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

JPM 3/24/11
 Chief Information Security Officer
 Departmental Concurrence
 Laisa R. McKinney
 County Counsel
 Policy Policy
 Consent Consent
 Dept. Recomm.:
 Per Exec. Ofc.:

TO: BOARD OF SUPERVISORS

DATE: March 15, 2011

SUBJECT: TANF-SSI DISABILITY TRANSITION PROJECT (TSDTP)

BACKGROUND:

Riverside County DPSS was approached by the Social Security Administration (SSA) with a request to participate in a National Data Match Study, which is a multi-state project designed to increase understanding of the relationship between Temporary Assistance to Needy Families (TANF) and Supplemental Security Income (SSI) systems with regard to TANF applicants and recipients who may have a disability. Riverside County is the only California site involved in the Study. Participation in this project will guide the Department in identifying customers who may be eligible for SSI and assisting them to expedite their applications, thus resulting in positive outcomes that are beneficial to both the customer and the Department.

As a major component of the study, CalWORKs data will be matched to SSA data. This data will be extracted from the County's C-IV Consortium data system and transmitted to the California Department of Social Services (CDSS). CDSS will transmit the data to SSA, where it will be matched to SSA data for project analysis. The project will provide the secure transmission of data at all points.

On July 14, 2009, your honorable Board approved a Memorandum of Agreement between DPSS, CDSS, and the SSA authorizing Riverside County to participate in the National Data Match Study referred to as the *TANF-SSI Disability Transition Project (TSDTP)* for the 5-year period of FY 2009/2010 through FY 2013/2014. The key difference between the attached MOA and the earlier version is that the revised MOA allows SSA to pass on data to authorized contractors (including MDRC) so that they can process and analyze the data. This change was necessitated by SSA's limited staff resources for computer programming and limited expertise with TANF data.

The U.S. Department of Health and Human Services (HHS) and SSA have entered into a contract with MDRC to oversee the TSDTP project due to their expertise and capacity for the processing and analysis of the data. This relationship necessitated the establishment of a subcontract between MDRC, CDSS, and DPSS.

In Stage 1 of the TSDTP project, TANF and SSI data will be merged and analyzed to document the extent to which TANF applicants and recipients are connected with the SSI system and how they contribute to the overall dynamics of caseload changes in SSI. To complement this analysis, the MDRC team will conduct field assessments of the TANF/SSI linkages to better understand how TANF agencies work with participants who have been identified as having a work limitation due to a disability.

The field assessments will also examine the interactions between TANF agencies and local SSA offices. The knowledge developed during Stage 1 will be used to work with sites to develop pilot programs that serve TANF participants with disabilities.

DPSS is not obligated to implement a Pilot, which constitutes an optional Stage 2 of the project. Riverside County DPSS has not made a commitment to participate in Stage 2 at this time. If DPSS, CDSS, MDRC, HHS and SSA mutually agree that DPSS will implement a Pilot, terms related to that stage of the project, including any additional funding will be negotiated at a later date as a modification to this agreement or through the execution of a new agreement.

TO: BOARD OF SUPERVISORS

DATE: March 15, 2011

FINANCIAL:

No County funds are required. Riverside County will receive \$90,000 to cover the County's costs associated with participation in Stage 1 activities of the TSDTP project upon full execution of the agreements. DPSS will return to the Board for approval upon receipt of funds.

ATTACHMENT(S):

Revised MOA between SSA, CDSS, and DPSS
MOU between HHS, MDRC, CDSS, and DPSS
Standard Site Agreement between MDRC and CDSS

**CONCUR/EXECUTE – COUNTY COUNSEL
COUNTY IT**

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

**Memorandum of Agreement
among the
Social Security Administration, the
California Department of Social Services, and the
Riverside County Department of Public Social Services
for
Analysis of Data Pertaining to Applications for Supplemental Security Income by
Individuals Who Receive or Apply for Temporary Assistance for Needy Families**

A. Purpose

The purpose of this Memorandum of Agreement (MOA) among the Social Security Administration (SSA), the California Department of Social Services (CDSS), and the Riverside County Department of Public Social Services (Riverside DPSS) is to memorialize the terms, conditions, and safeguards under which the parties will conduct activities necessary to assess and analyze the prevalence of applications for Supplemental Security Income (SSI) and the pattern of SSI awards for applicants and recipients of Temporary Assistance for Needy Families (TANF) in California, in order to provide data for the TANF-SSI Disability Transition Project (TSDTP). TSDTP is a joint project between SSA and the U.S. Department of Health and Human Services' Administration for Children and Families (ACF), involving several states and counties, to examine ways to improve the interface between the SSI program, TANF, and related State programs to better serve the needs of persons with disabilities and their families, particularly with respect to achieving self-sufficiency. The data will not be used to make decisions concerning the rights, benefits or privileges of specific individuals. See 5 U.S.C. § 522(8)(B)(ii).

B. Legal Authority

SSA's legal authority for activities under this MOA is Section 1106 of the Social Security Act and SSA's Privacy Act regulations (20 C.F.R. § 401.165).

Section 411 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA), as amended (Deficit Reduction Act of 2005) (P.L. 109-171), contains the authority for CDSS to collect the data that will be shared with SSA pursuant to this MOA. The Code of Federal Regulations establishes the basis for sharing TANF data for "purposes directly connected with . . . the administration of any other Federal or federally assisted program which provides assistance, in cash or in kind, or services, directly to individuals on the basis of need" [45 C.F.R. § 205.50 (a)(1)(i)(A)(C)]. Appendix A of California's TANF State Plan authorizes disclosure "in the administration of public social service programs, or as provided under federal law." Section 1106 of the Social Security Act and SSA's Privacy Act regulations (20 C.F.R. § 401.165) permits release of information for statistical or research purposes under certain conditions.

The parties will disclose data to each other under this MOA strictly in accordance with these governing regulations and the Privacy Act of 1974 (Privacy Act), 5 U.S.C. § 552a.

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C. Responsibilities of the Parties

1. CDSS and Riverside DPSS Responsibilities

CDSS will provide to SSA data files from Riverside County's data systems. Riverside DPSS will extract the data, and then transmit the data to CDSS. The data files provided to SSA will be information about individuals applying for or receiving TANF and TANF-related benefits or receiving benefits under TANF-related separate state programs, including individual identifiers, such as SSNs, demographic information, and TANF program or TANF-related separate state programs, such as Maintenance of Effort (MOE) programs, participation information, for Riverside County in California.

2. SSA Responsibilities

a. SSA will verify the SSNs in the data files transmitted from CDSS by matching the files, by SSN, to SSA administrative microdata files from the following systems of records:

- Master Beneficiary Record (MBR) # 60-0090
- Supplemental Security Income Record and Special Veterans Benefits (SSR) # 60-0103
- Master File of SSN Holders, and SSN Applications (Numident) # 60-0058
- Earnings Recording and Self-Employment Income System (MEF), # 60-0059
- Disability Determination Service Processing File (NDDS) (831/832/833 file) # 60-0044
- Completed Determination Record – Continuing Disability Determinations (DCF) # 60-0050

b. SSA will merge data that includes personally identifiable information, such as SSNs, and then remove the personally identifiable information from the merged and original files once the merge is completed. SSA will create a new identifier for use in the original and merged files. The new identifier will be unique to the work performed under this MOA, will not contain any intelligible information, and will not be used elsewhere. The new identifier will be used in place of any personally identifiable information once the merge is complete. SSA will create a cross-walk identifier file, containing the personally identifiable information and the new identifier. SSA will use the cross-walk identifier file only to add or update the information in the merged files. SSA will encrypt the cross-walk identifier file and store it in a restricted access folder designated solely for this project as set forth in the attached Data Security Plan for Data Provided to The Social Security Administration by The California Department of Social Services and the Riverside County Department of Public Social Services. SSA will restrict

access to the cross-walk identifier file and the encryption passcode to only those SSA employees who need access to perform their duties in connection with this MOA. SSA will retain all personally identifiable information in the records received from CDSS and Riverside DPSS only for such time as is required for any processing related to the matching program and will then remove the personally identifiable information in the records received from CDSS and Riverside DPSS. The only personally identifiable information that will be retained in any data file after the merges are complete will be in the cross-walk identifier file. SSA will utilize the data only for research purposes consistent with the restrictions and protections of this MOA.

- c. SSA will prepare preliminary tables for review by CDSS and Riverside DPSS. SSA will match the data sets to its administrative data files in order to identify the prevalence of SSI applications and analyze the application process.
- d. SSA will disseminate the findings as approved by CDSS and Riverside DPSS. Data that is published or otherwise distributed will be in the form of statistical summaries and will not include personal identifying information.
- e. SSA will archive the matched data for possible future joint initiative use. SSA will extend the privacy protections under this MOA to the archived matched data and the cross-walk identifier file and will refrain from further use or disclosure without the express permission of CDSS and Riverside DPSS. No personally identifiable data will be returned to CDSS or Riverside DPSS.

D. Privacy Act Considerations

1. The disclosures under this MOA are made pursuant to Section (b)(3) of the Privacy Act, which permits the disclosure of records from the Systems of Records, and section (b)(5), which provides for disclosure for statistical research and reporting. The parties understand and acknowledge that the phrase "in a form that is not personally identifiable" in 5 U.S.C. § 552a(b)(5) requires that no one can reasonably deduce the identity of the individual from tabulations or other presentations of the information, such as combining various statistical records or referencing public records or other available sources of information. SSA will merge the data on the basis of Social Security numbers (SSNs) and then remove such SSNs or other personally identifiable information from the merged files after the merge is completed. The aggregated data and tables returned to CDSS and Riverside DPSS will not include SSNs or other personally identifiable information. The data that will be published, or otherwise distributed will be in the form of statistical summaries, and will not include personal identifying information. SSA will use the data for research purposes only consistent with the Privacy Act.
2. This MOA is not subject to the provisions of the Computer Matching and Privacy Protection Act of 1988 as the proposed activities do not contemplate either: (1) establishing or verifying eligibility or compliance with law or regulations of applicants or recipients/beneficiaries for a Federal benefit program; or (2) recouping

payments or delinquent debts under such Federal benefit programs. 5 U.S.C. § 552a(8)(A)(i). The matched data will not be used by either CDSS or SSA to make decisions concerning the rights, benefits, or privileges of specific individuals. 5 U.S.C. § 552a(8)(B)(ii).

3. This MOA is intended only to support program research and evaluation projects involving the Riverside DPSS data system and the SSA Systems of Records for the Supplemental Security Income Record and Special Veterans Benefits(SSR) (60-0103), Master Beneficiary Record (MBR) (60-0090), National Disability Determination Services (NDDS) File (also known as the 831/832) (60-0044), Master Files of Social Security Number (SSN) Holders and SSN Applications (also known as the NUMIDENT files) (60-0058), and the Completed Determination Record – Continuing Disability Determinations (also known as the Disability Control File (DCF)) (60-0050) and the Earnings Recording and Self-Employment Income System (also known as the Master Earnings File (MEF)) (60-0059). The data in the MEF is federal tax information and as such is owned by the Internal Revenue Service (IRS). Access to the MEF is governed by the provisions of 26 U.S.C. § 6103. Only SSA employees have access to the MEF at SSA facilities. Only SSA employees will work with the MEF micro-data.

E. Safeguards Regarding the Use and Disclosure of Data

1. General

SSA will comply with all provisions of this MOA and ensure that SSA employees and SSA authorized contractors will comply with these requirements.

In addition to the provisions in this MOA, SSA and its contractors will also comply with the requirements set forth in the attached Data Security Plan for Data Provided to The Social Security Administration by The California Department of Social Services and the Riverside County Department of Public Social Services.

2. Records Usage, Duplication, and Redisclosure Restrictions

- a. SSA will use the data provided by CDSS and Riverside DPSS, and any records created as a result of that data, for the purposes of, and only to the extent necessary in the administration of, the exchange of data under this MOA. SSA, CDSS and DPSS agree to use the data provided or created under this MOA only for the purposes specified in this MOA and will not re-disclose such data.
- b. SSA will not duplicate or disseminate the files provided by CDSS outside of the SSA.
- c. SSA will not directly or indirectly disclose the identities of the individuals whose data they have reported in any release, written or oral, of statistical information derived from the personally identifiable information. In particular, SSA will pay special attention to tabulations based on small cell sizes or cross-tabulations of the same data by other variables to avoid the possibility of unauthorized disclosure.

3. Breach Disclosure and Legal Actions

- a. SSA agrees to notify the designated contacts for CDSS and Riverside DPSS within twenty-four hours upon discovering any unauthorized disclosure of confidential information or any breach or suspected breach of security.
- b. SSA agrees to notify CDSS and Riverside DPSS within twenty-four hours upon receipt of any legal, investigatory, or other demand for access to the confidential information in any form. To the fullest extent permitted by law, SSA will refer any Freedom of Information Act request for CDSS or Riverside DPSS confidential information to CDSS and DPSS.
- c. If actions taken by SSA or its contractor result in an unauthorized disclosure of confidential information, SSA shall bear the responsibility and any direct cost for any data breach and/or remediation actions that might arise from the incident only to the extent authorized by and/or required by the Federal Information Security Management Act of 2002 (FISMA) and other Federal rules, regulations, and laws. If SSA determines that the risk of harm requires notification of affected individual persons of the security breach and/or other remedies, SSA shall carry out these remedies without cost to CDSS and Riverside County DPSS.

4. Security Procedures

- a. SSA will treat the data provided under this MOA under the same safeguards as all SSA data and shall follow the security standards specified in the SSA's Information Systems Security Handbook as well as those specified in this MOA.
- b. SSA agrees that access to personally identifiable information provided under this MOA will be restricted to authorized SSA employees who need it to perform their official duties in connection with the uses of the information authorized in this MOA.
- c. SSA's contractors must meet the requirements of the SSA Personnel Security and Suitability program. SSA's authorized contractors shall not have access to protected data containing personally identifiable information received from CDSS or Riverside DPSS, or have access to any information from the Earnings Recording and Self-Employment Income System (Master Earnings File (MEF)) (60-0059). Data in the MEF is federal tax information from the Internal Revenue Service (IRS) and access to the MEF is governed by the provisions of 26 U.S.C. § 6103. Only SSA employees have access to the MEF at SSA facilities. Only SSA employees may work with the MEF micro-data.
- d. SSA will advise all authorized SSA employees and contractors with access to information received under this MOA of the confidential nature of the information, the safeguards required to protect it, and the civil and criminal sanctions for violating the confidentiality provisions contained in applicable federal laws. All SSA employees and contractors with access to this information will sign the Data Use Agreement within the attached Data Security Plan for Data

Provided to The Social Security Administration by The California Department of Social Services and the Riverside County Department of Public Social Services and agree to comply with all provisions of the applicable federal laws including, but not limited to:

- Privacy Act of 1974;
- 41 CFR 101-20.3;
- SSA Regulation 1;
- Tax Reform Act of 1976;
- Taxpayer Browsing Protection Act of 1997;
- Computer Fraud and Abuse Act of 1986;
- Section 1106 of the Social Security Act; and
- Rules and Regulations Governing Public Building and Grounds.

5. Transmission

CDSS will transmit all electronic data files to SSA in a manner that satisfies the State's and SSA's security requirements. CDSS will encrypt all the data before transmitting them and will not transmit any data on paper or by facsimile.

6. Data Destruction

Upon completion, expiration, or termination of this MOA, SSA shall destroy all protected data containing personally identifiable information received from CDSS or Riverside DPSS or created from the information received from CDSS or Riverside DPSS for purposes associated with this MOA. SSA will retain no copies of such protected data or information. All data provided to SSA and files created by SSA under the terms of the MOA shall be destroyed according to the procedures set forth in the attached Data Security Plan for Data Provided to The Social Security Administration by The California Department of Social Services and the Riverside County Department of Public Social Services.

F. Contacts

SSA Project Officer:

Anne Stahl, Ph.D.
OPDR\Office of Retirement and Disability Policy
Social Security Administration
500 E Street SW, Room 907
Washington, DC 20254
(202) 358-6225 (phone)
(202) 358-6300 (fax)
anne.stahl@ssa.gov

CDSS Project Officer:

Kären Dickerson, Chief
Employment and Eligibility Branch
Welfare To Work Division
California Department of Social Services (CDSS)
744 P Street, MS 8-8-26
Sacramento, CA 95814
(916) 651-6562 (phone)
(916) 654-1048 (fax)
karen.dickerson@dss.ca.gov

DPSS Project Officer

Sayori Baldwin
Planning and Evaluation
Riverside County Department of Public Social Services (DPSS)
4060 County Circle Drive
Riverside, CA 92503
(951) 358-6995 (phone)
(951) 358-6643 (fax)
sbaldwin@riversidedpss.org

G. Funding

SSA, CDSS, and Riverside DPSS agree that the data exchange operation and services provided under this MOA are necessary for all three parties to carry out their respective program responsibilities and therefore agree that each party will bear its own costs and expenses incurred in performing such operation and services.

H. Liability and Disclaimers

SSA, CDSS, and Riverside DPSS agree that each party is independently responsible for complying with statutes, rules, and regulations governing the collection, storage, use,

sharing, disclosure, and dissemination of protected information in accordance with Section D, Privacy Act Requirements. No party will be liable for any violation of any provision of applicable laws or the terms of this MOA directly or indirectly arising out of, resulting from, or in any manner attributable to actions of another party or its employees, contractors, or agents.

I. Duration, Modification, and Termination

1. The effective date of this MOA is _____. This MOA will be effective for a period of five (5) years from its effective date.
2. Parties may modify this MOA at any time by a written modification signed by all parties.
3. Parties may terminate this MOA at any time by a written consent signed by all parties. Any party may unilaterally terminate this MOA upon written notice to the other parties requesting termination, in which case the termination will be effective 60 days after the date of the notice or at a later date specified in the notice.
4. CDSS or DPSS may immediately and unilaterally terminate this MOA if CDSS or DPSS has determined that SSA: (a) has made an unauthorized use or disclosure of the information received from CDSS and DPSS under this MOA; or (b) otherwise violated, or failed to follow, the terms of this MOA.
5. Parties may amend this MOA at any time to add additional California counties as additional parties to this MOA by a written amendment signed by CDSS, SSA, and the additional county or counties. Each such additional California county so added as a party to this MOA would be subject to the MOA in its entirety. Riverside DPSS or any other California county later added as a party to this MOA may unilaterally terminate its obligations under this MOA upon written notice to CDSS and SSA. Written notice shall be given to CDSS and SSA 30 days in advance of the date that such county will actually stop performing its obligations under this MOA. The obligations of CDSS to provide data under this MOA shall remain in effect only to the extent that at least one California county is willing to provide such data under this MOA.

J. Integration

This MOA and any Site Subcontract(s) to be executed among MDRC (in its capacity as an agent for SSA and ACF), CDSS, and Riverside DPSS (or any additional California counties that may become a party to this MOA under Section I.5) constitute the entire agreement of the parties with respect to their subject matter. There have been no representations, warranties, or promises made outside of this MOA and the Site Subcontract(s). This MOA will take precedence over any other document that may be in conflict with it.

Signatures

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this MOA. The authorized officials whose signatures appear below have committed their respective agencies to the terms of this MOA effective this ___ day of _____, 2011.

SOCIAL SECURITY ADMINISTRATION

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

Richard Balkus

Associate Commissioner
Office of Program Development and Research
Social Security Administration
128 Altmeyer Building
6401 Security Blvd.
Baltimore, MD 21235
Phone: (410) 966 7918
Fax: (410) 597 0961
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Charr Lee Metsker

Deputy Director
Welfare To Work Division
California Department of Social Services
744 P Street, MS 8-17-08
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Email: CharrLee.Metsker@dss.ca.gov

Richard Balkus 5/6/2011 Charr Lee Metsker 4-28-11
(signature) (date) (signature) (date)

RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES

Bob Buster

Chairman
Riverside County Board of Supervisors
4080 Lemon Street
Riverside, CA 92501
Phone: (951) 955-1010
Email: bbuster@rcbos.org

Bob Buster APR 12 2011
(signature) (date)

ATTEST:

KECIA HARPER-IHEM, Clerk

By [Signature]
DEPUTY

FORM APPROVED COUNTY COUNSEL

BY [Signature] 3/22/11
LANISA R-MCKENNA DATE

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Data Security Plan

for

Data Provided to

The Social Security Administration

by

The California Department of Social Services

And

The Riverside County

Department of Public Social Services

INTRODUCTION

This Security Plan documents the procedures to be used by the Social Security Administration (SSA) to provide safeguards regarding the use and disclosure of data provided by the California Department of Social Services (CDSS) and the Riverside County Department of Public Social Services (Riverside DPSS) under the terms of the memorandum of agreement (MOA) *Analysis of Data Pertaining to Applications for Supplemental Security Income by Individuals Who Receive or Apply for Temporary Assistance for Needy Families*. The data files to be provided to SSA under the MOA are from the Riverside County C-IV Consortium data system. This data will be merged with SSA administrative data for project analysis. The SSA Systems of Records from which SSA may extract records pursuant to this MOA are SSA's Supplemental Security Income Record (SSR) (60-0103), Master Beneficiary Record (MBR) (60-0090), National Disability Determination Services (NDDS) File (also known as the 831/832) (60-0044), Master Files of Social Security Number (SSN) Holders and SSN Applications (also known as the NUMIDENT files) (60-0058), and the Completed Determination Record – Continuing Disability Determinations (also known as the Disability Control File (DCF)) (60-0050) and the Earnings Recording and Self-Employment Income System (also known as the Master Earnings File (MEF)) (60-0059). The data in the MEF are federal tax information and as such are owned by the Internal Revenue Service (IRS). Access to the file is governed by the provisions of Title 26 U.S.C. Section 6103. Only SSA employees have access to the file at SSA facilities. Only SSA employees may work with the MEF micro-data.

SAFEGUARDS REGARDING THE USE AND DISCLOSURE OF DATA

1. General

All confidential data made available to SSA by CDSS and Riverside DPSS shall be protected by SSA from unauthorized use and disclosure. Confidential information includes, but is not limited to, the SSN, driver's license or identification card number, financial account number, and names. Pursuant to California Welfare and Institutions Code section 10850 confidential information includes the name(s) of applicants or recipients of social services. SSA will comply with all provisions of the MOA between SSA, CDSS, and Riverside DPSS and ensure that SSA employees and SSA authorized contractors will comply with these requirements. The data provided under the MOA will be subject to the same safeguards as all SSA data and SSA shall follow the security standards specified in the SSA Information System Security Handbook (ISSH) and those specified in the MOA between SSA, CDSS, and Riverside DPSS.

2. Records Usage, Duplication, and Rediscovery Restrictions

Data provided by CDSS and Riverside DPSS and any records created as a result of the data provided by CDSS and Riverside DPSS will be used for the purposes of, and only to the extent necessary in the administration of, the information sharing covered by the MOA. SSA, CDSS, and Riverside DPSS agree that the use of the data provided under the MOA or created as a result of the MOA are only for the purposes covered by the MOA and will not be rediscovered. Data files provided by CDSS and Riverside DPSS will not be disseminated outside of SSA.

SSA will avoid direct or indirect disclosure of identities or the data they report in any release, written or oral, of statistical information derived from the personally identifiable information. In particular, attention shall be paid to tabulations based on small cell sizes or cross-tabulations of the same data by other variables to avoid the possibility of unauthorized disclosure.

3. ASSURANCE

SSA will assure that all persons to be designated as authorized users will sign a Data Use Agreement (see Appendix) and comply with all provisions of the law that affect information acquired by SSA, including, among other laws, but not limited to:

- Privacy Act of 1974;
- 41 CFR 101-20.3;
- SSA Regulation 1;
- Tax Reform Act of 1976;
- Taxpayer Browsing Protection Act of 1997;
- Computer Fraud and Abuse Act of 1986;
- Section 1106 of the Social Security Act; and
- Rules and Regulations Governing Public Building and Grounds.

SSA employees and SSA authorized contractors who improperly disclose confidential information are subject to criminal sanctions.

Only SSA employees who have received favorable suitability determinations from the Protective Security Suitability Program Officer at the SSA will be authorized to have access to the personally identifiable information provided by CDSS and Riverside DPSS.

SSA agrees that access to the personally identifiable information provided under the MOA will be restricted to authorized SSA employees with authorized access limited to the statistical purpose described under the MOA.

4. DE-IDENTIFYING DATA FILES

For purposes of the MOA, SSA will merge data that includes personally identifiable information (e.g., SSNs) and then remove the personally identifiable information from the merged and original files once the merge is completed. SSA will create a cross-walk identifier data file, containing the personally identifiable information and a new identifier created for use in the original and merged files. The cross-walk identifier file will be encrypted and stored in a restricted access folder designated solely for this project. The cross-walk identifier file will only be used to add information or update the data in the merged files. SSA will retain all personally identifiable information in the records received from CDSS and Riverside DPSS only for the period required for any processing related to the matching program and will then remove the personally identifiable information in the records received from CDSS and Riverside DPSS. The only personally identifiable information that will be retained after the merges are complete in any data file will be in the cross-walk identifier file.

5. COMPUTER SECURITY

Network Configuration

Upon delivery of data files to SSA, a digital copy will be stored in a restricted access folder designated solely for this project with an access policy built on the principles of least privilege and need-to-know (ISSH Chapter 2.1 Systems Access Policy).

Security Screening Required

Only SSA employees who have received favorable suitability determinations from the Protective Security Suitability Program Officer at the SSA will be granted access to the folder.

Off-site Use Prohibited

The data files provided by CDSS and Riverside DPSS will only be stored in the restricted access folder designated solely for this project and back-up tapes as covered by the security plan and the MOA between SSA, CDSS, and Riverside DPSS.

Unauthorized Access Prohibited

The data files provided by CDSS and Riverside DPSS will not be accessed in the presence of unauthorized, third parties. Screen locks will be used whenever unauthorized, third parties enter the room.

Media Disposal and Re-Use

The folder, or any media that potentially contains data files provided by CDSS and Riverside DPSS, will be thoroughly wiped before it is disposed of or re-used. The data files provided by CDSS and Riverside DPSS in electronic format will be stored on erasable digital storage media. At the end of the project or the MOA, all writeable space of any kind on the media will be wiped, overwritten; or the media will be both physically destroyed and degaussed to such an extent that no portion is capable of being read. This requirement applies to fixed and removable media, including media used for backup. Backup tapes will be dedicated to this project and will be degaussed at the end of the project, prior to reuse.

Access Control

Access to the restricted access folder will require a verification process. Each user will be required to maintain a Personal Identification Number (PIN)/Password. Each PIN is unique and assigned by SSA. Password protection will remain active at all times. Currently, access to the restricted access computer requires passwords to the general network computer, a password to the secure network computer, and a password to the restricted access computer.

SSA policy on PINs and passwords is in ISSH Chapter 2.3 Policy and Chapter 2.3.1 Periodic Confirmation of Access Associated with an Employee or Contracted Personnel for policies towards terminating access upon termination of employment or absent for more than 14 days. SSA policy towards the number of allowable failed sign-on attempts is 3 and is found in ISSH Appendix I: Systems Access Security Administration Software.

Audit Control

The operating system log on and log off files provide additional documentation, including data and time of access.

All data files provided by CDSS and Riverside DPSS will be electronic copies of original electronic files.

SSA policy towards audit trails is in Chapter 19 Information Systems Audit.

Encryption

All data files provided by CDSS and Riverside DPSS stored in the folder designated solely for this project will be encrypted when not actively in use to prevent unauthorized access. The standard for minimum encryption strength will be 256-bit key.

Automated Shutdown

Files will be closed and the system shut down whenever the computer is not in active use. An automated shutdown or screen locks will be enabled after 20 minutes of idle time.

Notification (warning screen)

During the log-in or boot-up process, a warning statement of consequences of improper use will appear on the screen before access is permitted. Appendix I: Systems Access Security Administration Software must display a warning banner at the authentication stage.

SSA shall implement the following security controls on each server, workstation, or portable computing device that processes or stores data files provided by CDSS and Riverside DPSS:

- Network-based firewall and/or personal firewall (ISSH Chapter 6.3.2 SSA firewalls)
- Continuously updated anti-virus software, and
- Patch-management process including installation of all operating system/software vendor security patches

6. SECURITY OF PAPER/ HARD COPIES

Disposal of Paper Documents

No data will be stored on paper. Destruction of documents containing any personally identifying information will be accomplished by pulping, shredding, or complete incineration.

7. FACILITY SECURITY

Physical Security Procedures

SSA employees and SSA authorized contractors are required to wear identification badges at all times while on SSA premises.

Encryption of all confidential data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on computing devices (including, but not limited to, laptop computers and PDAs) with a solution that uses proven industry standard algorithms.

8. TRANSMISSION AND TRANSPORTATION OF DATA

CDSS and Riverside DPSS will transmit electronic data files to SSA in a manner that satisfies the State's and SSA's security requirements. The data shall be encrypted. No data shall be transmitted on paper or by fax.

9. DESTRUCTION OF DATA

All original data and files created from original data, excluding de-identified data, shall be destroyed upon completion, expiration, or termination of this MOA. The media used for any part of the project will be wiped or destroyed, and all writeable space of any kind on the media will be wiped or overwritten; or the media will be both physically destroyed and degaussed to such an extent that no portion is capable of being read. This requirement applies to fixed and removable media, including media used for backup. The dedicated backup tapes will be degaussed at the end of the project, prior to reuse.

10. Breach Disclosure and Legal Actions

SSA employees and SSA authorized contractors are expected to immediately report any known or suspected violations of security procedures, or any exposure of known sensitive material to unauthorized personnel. This report will be made within twenty-four hours to the designated contacts for CDSS and Riverside DPSS, SSA management, and Homeland Security.

SSA agrees to notify the designated contacts for CDSS and Riverside DPSS within twenty-four hours, upon discovering any unauthorized disclosure of confidential information. SSA agrees to notify the designated contacts for CDSS and Riverside DPSS in person within twenty-four hours upon discovering:

- Any breach or suspected breach of security.
- Any unauthorized disclosure of the confidential information.

SSA agrees to notify the designated contacts for CDSS and Riverside DPSS in person within twenty-four hours upon receipt of any legal, investigatory, or other demand for access to the confidential information in any form. To the fullest extent permitted by law, SSA shall refer any Freedom of Information Act request for confidential information provided by CDSS and Riverside DPSS to CDSS and Riverside DPSS for response.

Appendix

Breach Notification

| | | |
|--|---|--|
| Kären Dickerson | Rafael Rodriguez | Sayori Baldwin |
| Branch Chief | Acting Information Security Officer | Deputy Director |
| Welfare to Work Division, California Department of Social Services | Information Systems Division, California Department of Social Services | Riverside County Department of Public Social Services |
| 744 P Street, M.S. 8-8-33 | 744 P Street M.S. 8-17-33 | 4060 County Circle Drive |
| Sacramento, CA 95814 | Sacramento, CA 95814 | Riverside, CA 92503 |
| Telephone: 916-657-2128 | Telephone: 916-323-3444 | Telephone: 951-358-6995 |
| Cell Phone: N/A | Alternate Phone: 916-654-0910 | Cell Phone: 951-232-4065 |
| Karen.Dickerson@dss.ca.gov | ISO@dss.ca.gov | SBaldwin@riversidedpss.org |

**Data Use Agreement for Research Uses
of Data Obtained from
California Department of Social Services and
the Riverside County Department of Public Social Services**

The California Department of Social Services (CDSS) and the Riverside County Department of Public Social Services (Riverside DPSS) and the Social Security Administration (SSA) have executed a Memorandum of Agreement (MOA) Analysis of Data Pertaining to Applications for Supplemental Security Income by Individuals Who Receive or Apply for Temporary Assistance for Needy Families effective [date]. The following are the obligations of the individuals who will have access to and use the data covered by the MOA.

Obligations of Data User.

I am required to protect the privacy of the information contained within the data provided by CDSS and Riverside DPSS as part of the MOA, as described below.

- a. *Performance of Activities.* I shall use the information provided only in connection with the performance of the research activities as required by the MOA.
- b. *Permitted Access to Limited Data Set.* I shall limit the use of and access to the confidential information provided under the terms of the MOA to authorized SSA employees and SSA authorized contractors for the purposes specified in the MOA.
- c. *Nondisclosure Except As Provided In Agreement.* I shall not redisclose the confidential information provided under the terms of the MOA. I shall not disclose identities or identified data individuals reported in any distributed or published tabulations.
- d. *Safeguards.* I shall use appropriate safeguards to prevent use or disclosure of the confidential information provided under the terms of the MOA other than as provided by the MOA.
- e. *Reporting.* I shall report to the designated CDSS and Riverside DPSS contacts within twenty-four (24) hours of becoming aware of any use or disclosure of the confidential information provided under the terms of the MOA in violation of the MOA or applicable law.
- f. *Agreement to Abide by Applicable State and Federal Laws.* I shall abide by the applicable State and Federal Statutes. Applicable statutes include, but are not limited to:
 - Privacy Act of 1974;
 - 41 CRF 101-20.3;
 - SSA Regulation 1;
 - Tax Reform Act of 1976;
 - Taxpayer Browsing Protection Act of 1997;
 - Computer Fraud and Abuse Act of 1986;

- Section 1106 of the Social Security Act; and
- Rules and Regulations Governing Public Building and Grounds.

Data Use Agreement Assurance

By signing below, I acknowledge my obligations specified to protect the data provided by CDSS and Riverside DPSS from disclosure and unauthorized use. I agree to abide by the restrictions on my use and disclosure of the confidential information provided under the terms of the MOA in accordance with the terms set forth above and contained in the MOA.

Name (Printed): _____

Signature: _____ Date: _____

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Name (Printed): JOHANNA WALSH

Signature:  Date: 11/24/2010

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Name (Printed): Bret Barden

Signature:  Date: 11/24/10

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the Riverside County Department of Public Social Services**

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Name (Printed): Melanie A. Skemer

Signature: Melanie A. Skemer Date: 11/23/10

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of Data Obtained from
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the Riverside County Department of Public Social Services**

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Name (Printed): Brian Andrew Bayes

Signature: Brian Andrew Bayes Date: 2/4/11

TANF-SSI DISABILITY TRANSITION PROJECT

Memorandum of Understanding among U.S. Department of Health and Human Services' Administration for Children and Families, MDRC, California Department of Social Services, and Riverside County Department of Public Social Services

This Memorandum of Understanding (MOU) is made as of [XXX] among the U.S. Department of Health and Human Services' Administration for Children and Families (ACF), MDRC, a Delaware not-for-profit corporation with its principal offices located at 16 East 34th Street, New York, NY 10016, the California Department of Social Services (CDSS), and the Riverside County Department of Public Social Services (DPSS).

WHEREAS, the U.S. Department of Health and Human Services' Administration for Children and Families (ACF) and the Social Security Administration (SSA) have jointly commissioned the TANF-SSI Disability Transition Project (TSDTP) to examine ways to improve the interface between the Supplemental Security Income (SSI) program, Temporary Assistance for Needy Families (TANF), and related State programs to better serve the needs of persons with disabilities and their families. The purpose of the project is to improve the efficiency and effectiveness of TANF agencies and SSA in managing the process of application for and transition to SSI by persons with disabilities.

WHEREAS, MDRC has entered into a contract with the U.S. Department of Health and Human Services (HHS), funded by HHS and SSA, namely Contract No. GS10F0245N, hereinafter referred to as the Prime Contract, to execute the scope of work for the TSDTP. The Prime Contract requires MDRC to conduct on-site visits of TANF agencies to obtain data/information about the number and "flow" of individuals referred to SSI; the actions and activities at the TANF and SSA agencies prior to and following an SSI eligibility determination, both for those approved for SSI and those denied; the time periods involved to identification as potentially SSI eligible, SSI application submission, to final SSI case disposition; the characteristics of adults and children in cases referred to SSI; and employment related activities and outcomes for adults referred to SSI.

WHEREAS, SSA, CDSS, and DPSS have entered into a Memorandum of Agreement (MOA) among the Social Security Administration, the California Department of Social Services, and the Riverside County Department of Public Social Services for Analysis of Data Pertaining to Applications for Supplemental Security Income by Individuals Who Receive or Apply for Temporary Assistance for Needy Families to memorialize the terms, conditions and safeguards under which DPSS TANF data will be provided to SSA for the TSDTP. The MOA provides for CDSS to forward the DPSS TANF data to SSA. SSA will then merge the TANF data with SSA data. After the data merge SSA will create a new identifier and remove the personally identifiable information from the merged and original files. The new identifier will not contain any intelligible information, and will be used in place of any personally identifiable information for the TSDTP.

The purpose of this MOU among ACF, MDRC, CDSS, and DPSS is to memorialize the terms, conditions, and safeguards under which MDRC will perform its duties under the Prime Contract at TANF local agency DPSS. The data will not be used to make decisions concerning the rights, benefits or privileges of specific individuals. See 5 U.S.C. § 522(8)(B)(ii).

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Term.

The term of this MOU begins upon the execution of this MOU by all parties and ends September 30, 2011.

2. Background.

The TSDTP seeks to better understand the relationship between the TANF and SSI systems with regard to TANF applicants and recipients who may have a disability. Families, states, counties, TANF agencies, and SSA can all benefit when this population efficiently receives appropriate services — moving toward employment when possible, making informed decisions about applying to SSI, receiving SSI as quickly as possible when applicants are eligible, and reducing administrative costs.

The first stage of the TSDTP will focus on developing innovations in the process of assessing TANF applicants and recipients for disabilities and referring persons to SSI, and innovative approaches to supporting work and engagement in work activities for people with disabilities. The second stage will focus on implementing those innovations and executing pilot tests among the sites and models that demonstrate sufficient progress in the first stage.

This MOU is for activities pertaining to Stage 1 of the TSDTP. DPSS and CDSS are not obligated to implement a Pilot, which constitutes Stage 2 of the project. If CDSS, DPSS, MDRC, ACF, and SSA mutually agree that DPSS will implement a Pilot, terms related to that Stage of the project, including any additional funding, will be negotiated at a later date as a modification to this MOU or through the execution of a new MOU.

3. Scope of Work.

MDRC, CDSS, and DPSS agree to work collaboratively towards fulfilling the goals of the TSDTP, and to perform the following responsibilities:

- a. In accordance with California Welfare and Institutions Code section 10850, subdivision (c), and Civil Code section 1798.24, subdivision (t), prior to conducting any site visits in California MDRC shall either obtain

- approval from California Health and Human Services Agency Committee for the Protection of Human Subjects (CPHS), or obtain an exemption.
- b. MDRC site visits are designed for the purpose of better understanding the current state and local TANF programs. Topics of interest may include but are not limited to: organizational structure, caseload trends, policies and procedures related to the TSDTP target population and recent changes with significance to TSDTP. When conducting site visits, depending on the focus of the visit and with mutual agreement between DPSS and MDRC, discussions may include the following:
- One-on-one or group meetings with program staff. In the course of these meetings, DPSS staff will be asked to provide individual examples of procedures and processes used to screen, assess, and make service referrals for TANF applicants and recipients with disabilities and work impairments. As part of these discussions, MDRC will not request or be provided any access to personally identifiable case file information such as name, case identification numbers, addresses, health information, or any other identifiers.
 - Meetings with program administrators and managers to discuss management issues related to county operations of programs, policies, procedures and services for TANF recipients with disabilities or work impairments.
- c. MDRC and DPSS will each have a designated project liaison responsible for ongoing communication and regular project operations. The project liaisons will coordinate with each other to schedule meetings and site visits. The DPSS liaison will also work with the MDRC liaison to gather information from and arrange visits to organizations and agencies that partner with the TANF agency in working with TANF/SSI applicants and other TANF recipients with disabilities or work impairments, and will be the primary contact with CDSS. MDRC and DPSS will commit to providing project liaisons with a sufficient amount of time to perform the tasks and responsibilities of TSDTP as described in this section of the MOU.
- d. MDRC anticipates conducting the following rounds of site visits:
- Two rounds of site visits associated with information gathering. MDRC will work in advance with DPSS to identify the topics, data needs, staff, and organizations needed to provide information and will prepare an agreed upon agenda. The purpose of this information gathering is to learn about the processes, procedures, and practices DPSS has in place for TANF recipients who may have disabilities or impairments that may cause them to apply for SSI benefits and/or be exempted or deferred from participation in welfare-to-work activities. The information gathering will focus on

processes and procedures related to screening and assessment, employability determination, referral for health, SSI advocacy and other social and/or employment services, and linkages with SSA field offices.

- Up to four rounds of visits associated with assessing the potential and interest in pilot participation and developing pilots. Pilot projects in TSDTP would entail new or expanded efforts the county wishes to undertake related either to 1) enhancing processes for identifying, assessing, and referring recipients for SSI or 2) strengthening employment services for TANF recipients with disabilities who are not likely to be eligible for SSI. Site visits conducted by the MDRC team for this purpose would involve determining interest and the feasibility of pilot participation, developing plans for initiatives to be piloted, and providing technical assistance to DPSS County staff and service providers in designing the pilot enhancements.
 - MDRC will make every effort to minimize the burden on staff and avoid work disruptions during the site visits.
- e. MDRC is expected to produce the following for HHS and SSA as part of the TSDTP:
- Interim Report: Cross-Site Summary of Models
 - Two Practitioner Briefs on topics to be determined
 - Project Summary Report
 - Two Special Topic Reports on topics to be determined
- All reports or briefs created by MDRC for TSDTP which relate to the operations of DPSS and/or CDSS will be shared with CDSS and DPSS for review and input before they are finalized and submitted as final to HHS and SSA.
- f. DPSS will send representatives to conferences and off-site meetings related to the TSDTP. MDRC will cover travel expenses, in accordance with section 5 below.

4. Confidentiality and Security Requirements.

- a. MDRC and its employees agree to comply with CDSS Information Security Pre-Cautions/Requirements, as described in Attachment 1.

5. Disbursement of Funds by MDRC.

Through a separate agreement (contract # 10-5008) with CDSS, MDRC will provide funding in consideration for CDSS' and DPSS' performance of the TSDTP Stage 1 activities set forth in Section 3, Scope of Work.

To the extent that DPSS incurs costs related to travel, MDRC will reimburse DPSS in accordance with provisions of the Federal Travel Regulations (FTR). Upon the DPSS's request, MDRC will provide a copy of the FTR.

6. Key Personnel.

The following CDSS, DPSS, and MDRC positions are considered key positions for purposes of this MOU:

CDSS:

Associate Governmental Program Analyst, Welfare to Work Employment Bureau
Program Manager, Welfare to Work Employment Bureau

DPSS:

Administrative Manager, Research and Statistics
Supervising Research Specialist, Research and Evaluation Unit
Research Specialist II, Research and Evaluation Unit

MDRC:

Operations Associate, Project Liaison

These personnel are considered to be material to this MOU and essential to the work performed. CDSS, DPSS, and MDRC will make every effort not to divert or substitute these positions unless necessary; however, a notice will be sent to all parties prior to any diversion or substitution.

7. General.

- a. **Waiver.** No waiver of any provision of this MOU shall be effective unless made in writing signed by the party against whom such waiver is sought to be enforced. No waiver of any breach of this MOU shall operate as a waiver of any subsequent breach of this MOU.
- b. **Assignment.** No party may assign any rights, interest, duties and/or obligations under this MOU.
- c. **Governing Law.** The validity, enforceability, and interpretation of this MOU shall be determined and governed by the laws of the State of California.
- d. **Notice.** Any notice given by any party to the other party shall be in writing. Such notices shall be deemed given upon the earlier of five (5) days after deposited in the United States mail, postage prepaid, or upon

actual delivery to the other party. All notices will be sent to the addresses set forth in the signature block of this MOU.

8. Agreement.

All parties acknowledge that they have read this MOU, understand it and agree to be bound by its terms.

9. Modification and Termination.

- a. Parties may modify this MOU at any time by a written modification signed by all parties.
- b. Parties may terminate this MOU at any time by a written consent signed by all parties. Any party may unilaterally terminate this MOU upon written notice to the other parties requesting termination, in which case the termination will be effective 60 days after the date of the notice or at a later date specified in the notice.
- c. CDSS or DPSS may immediately and unilaterally terminate this MOU if CDSS or DPSS has determined that MDRC: (a) has made an unauthorized use or disclosure of the information received from CDSS or DPSS under this MOU; or (b) otherwise violated, or failed to follow, the terms of this MOU.

Agreement 10-6076
CDSS/MDRC/ACF/DPSS

WHEN DOCUMENT IS FULLY EXECUTED
CLERK'S COPY
to Riverside County Clerk of the Board, City of
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives.

SIGNATURES

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this MOU. The authorized officials whose signatures appear below have committed their respective agencies to the terms of this MOU effective this ___ day of _____, 2011.

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

Deborah Pearce
Chief
Contracts Bureau
California Department of Social Services
744 P Street, MS 8-14-747
Sacramento, CA 95814
Phone: (916) 654-1871
Fax: (916) 657-2362
Email: Deborah.Pearce@dss.ca.gov

Deborah Pearce 6/15/11
(signature) (date)

MDRC

Jesús M. Amadeo
Senior Vice President
~~Core Department~~
MDRC
16 East 34th Street
New York, NY 10016
Phone: (212) 340-8689
Fax: (212) 684-0832
Email: Jesus.Amadeo@mdrc.org

Jesús M. Amadeo 5/18/11
(signature) (date)

RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES

Bob Buster
Chairman
Riverside County Board of Supervisors
4080 Lemon Street
Riverside, CA 92501
Phone: (951) 955-1010
Email: bbuster@rcbos.org

Bob Buster APR 12 2011
(signature) (date)

ADMINISTRATION FOR CHILDREN AND FAMILIES

Mark Fucello
Director
Division of Economic Independence
Office of Planning, Research, and Evaluation
Administration for Children and Families
370 L'Enfant Promenade, SW
Washington, DC 20447
Phone: (202) 401-5739
Fax: (202) 205-3598
E-mail: Mark.Fucello@acf.hhs.gov

Mark Fucello 6/13/11
(signature) (date)

ATTEST:

KECIA HARPER-IHEM, Clerk
By *Kecia Harper-Ihem*
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY: *Lanica R-Moklina* 3/22/11
LANICA R-MOKLINA DATE

**California Department of Social Services (CDSS)
Information Security Pre-Cautions/Requirements**

A. Confidentiality of Data

Please note the following definitions relating to confidential and sensitive information.

- Confidential information is information which identifies an individual (i.e., name, social security number, home/mailling address, telephone number, etc.) and/or entity (i.e., employing unit, etc.) and/or information in the possession of the Department in which the disclosure is limited by contractual agreement (i.e., proprietary information, etc.).
 - Sensitive information is information maintained by the Department, which is not confidential by definition, but requires special precautions to protect it from unauthorized access (i.e., financial or operational information). Sensitive information is information in which the disclosure would jeopardize the integrity of CDSS (i.e., CDSS' fiscal resources and operations).
1. All financial, statistical, personal, technical, and other information relating to CDSS operations which are designated confidential or sensitive by CDSS and which may become available to MDRC as a result of the implementation of this Agreement, shall be protected by MDRC from unauthorized access, use, and disclosure.
 2. MDRC is notified that there are civil and criminal actions that may be invoked for unauthorized disclosure of information from confidential records. (California Penal Code Section 11140-11144, 13301-13303, Civil Code Section 1798, Chapter 709, Statute of 1997 define civil and criminal actions for unauthorized disclosure of information from confidential records.)
 3. MDRC shall:
 - a. Instruct all employees with access to Riverside DPSS or CDSS confidential and sensitive information regarding: (1) the confidential nature of the information, and (2) the sanctions against unauthorized access, use, or disclosure found in the California Civil Code Section 1798.55, and the Penal Code Section 502.
 - b. Ensure that their employees will not intentionally seek out, read, use, or disclose Riverside DPSS or CDSS confidential or sensitive information.
 - c. Not disclose any individually identifiable Riverside DPSS or CDSS information to any person.
 - d. Require that all MDRC's employees with access to Riverside DPSS or CDSS confidential information sign the CDSS Confidentiality Agreement (See Section B). The signed original Confidentiality Agreements shall be submitted to the CDSS Program Manager, Welfare to Work Employment Bureau.
 - e. Immediately notify CDSS within 24 hours of initial detection of any unauthorized access, use, and disclosure of Riverside DPSS or CDSS information. Notification shall be reported by telephone or email to:

Rayfield Scott
Acting Information Security Officer
California Department of Social Services
744 P Street, M.S. 9-9-70
Sacramento, CA 95814

(916) 651-5558 or
(916) 654-0910
iso@dss.ca.gov
 - f. Cooperate in any investigations of information security incidents.

B. Confidentiality Agreement

California public assistance records and documents are subject to strict confidentiality requirements imposed by State and federal law including California Welfare and Institutions Code sections 10850, California Penal Code section 11167.5, and 45 Code of Federal Regulations.

I acknowledge that unauthorized access, use, or disclosure of Riverside DPSS or CDSS confidential information is a crime.

I agree that unauthorized access, use, or disclosure of CDSS confidential information is grounds for immediate termination of this Contract/Memorandum of Understanding/Agreements with the CDSS and MDRC may be subject to penalties both civil and criminal.

| | |
|-----------------------|-----------------|
| Contractor: | |
| Employee: | |
| Employee's Signature: | |
| Title: | Date: |
| Phone: | E-Mail Address: |

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

| |
|--|
| AGREEMENT NUMBER 10-5008 |
| REGISTRATION NUMBER <i>ep 1162367</i> |

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
 California Department of Social Services
 CONTRACTOR'S NAME
 MDRC
- The term of this Agreement is: July 1, 2011 through 9/30/2011
- The maximum amount of this Agreement is: \$100,000.00
 One Hundred Thousand Dollars and 00/100.
- 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 A – Scope of Work | 2 pages |
| Exhibit B – Budget Detail and Payment Provisions | 1 pages |
| Exhibit C* – General Terms and Conditions | GTC - 610 |
| Check mark one item below as Exhibit D: | |
| <input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) | 3 pages |
| <input type="checkbox"/> Exhibit - D* Special Terms and Conditions | |
| Exhibit E – Additional Provisions | 1 page |
| Attachment 1 – CDSS Confidentiality and Security Requirements | 2 pages |

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.ols.dgs.ca.gov/Standard+Language

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

| CONTRACTOR | |
|---|--|
| CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) MDRC | |
| BY (Authorized Signature) <i>Jesus M. Amadeo</i> | DATE SIGNED (Do not type) 5/18/2011 |
| PRINTED NAME AND TITLE OF PERSON SIGNING Jesus M. Amadeo, Senior Vice President | |
| ADDRESS 16 East 34th Street, New York, NY 10016 | |
| STATE OF CALIFORNIA | |
| AGENCY NAME California Department of Social Services | |
| BY (Authorized Signature) <i>Deborah Pearce</i> | DATE SIGNED (Do not type) 6/15/2011 |
| PRINTED NAME AND TITLE OF PERSON SIGNING Deborah Pearce, Chief, Contracts Bureau | |
| ADDRESS 744 P Street, M.S. 8-14-747, Sacramento, CA 95814 | |

California Department of General Services Use Only

APPROVED

JUL 6 2011

DEPT OF GENERAL SERVICES

BHK

Exempt per:

**Exhibit A
(Standard Agreement)**

BACKGROUND

The Temporary Assistance for Needy Families (TANF)-Social Security Income (SSI) Disability Transition Project (TSDTP), the U.S. Department of Health and Human Services' Administration for Children and Families (ACF) and the Social Security Administration (SSA) have jointly commissioned the TANF-SSI Disability Transition Project (TSDTP) to examine ways to improve the interface between the SSI program, TANF, and related State programs to better serve the needs of persons with disabilities and their families.

MDRC has entered into a contract with the U.S. Department of Health and Human Services (HHS), funded by HHS and SSA, namely Contract No. GS10F0245N hereinafter referred to as the Prime Contract, to execute the scope of work for the TSDTP.

The first stage (Stage 1) of the TSDTP will focus on developing innovations in the process of assessing TANF applicants and recipients for disabilities and referring persons to SSI, and innovative approaches to supporting work and engagement in work activities for people with disabilities.

The SSA, California Department of Social Services (CDSS), and Riverside County Department of Public Services (DPSS) have entered into a Memorandum of Agreement (MOA) for Analysis of Data Pertaining to Applications for Supplemental Security Income by Individuals Who Receive or Apply for Temporary Assistance for Needy Families to memorialize the terms, conditions and safeguards under which DPSS TANF data will be provided to SSA for the TSDTP.

SCOPE OF WORK

The purpose of this agreement is to define the terms and conditions under which CDSS will receive funds from MDRC (Contractor), and distribute funds to DPSS for activities pertaining to Stage 1 of the TSDTP.

- A. MDRC, Contractor, agrees to provide to the CDSS a total of **\$100,000.00** within 30 days of notification by CDSS that the following benchmarks have been achieved:
- Execution of the Memorandum of Agreement (MOA) between Social Security Administration, the California Department of Social Services, and Riverside County Department of Social Services for Analysis of Data Pertaining to Applications for Supplemental Security Income by Individuals Who Receive or Apply for Temporary Assistance for Needy Families.
 - Designation of the DPSS liaison.
 - Execution of the Memorandum of Understanding (MOU) among the U.S. Department of Health and Human Services' Administration for Children and Families, MDRC, California Department of Social Services, and the Riverside County Department of Public Social Services to memorialize the terms, conditions and safeguards under which MDRC will perform duties under the Prime Contract at TANF local agency DPSS.

B. The Project representatives during the term of this Agreement will be:

CDSS

Laurence Lewis, EB Contract Coordinator
744 P Street, M.S. 8-8-33
Sacramento, CA 95814
(916) 654-0699
Laurence.Lewis@dss.ca.gov

MDRC

Vanessa Martin
16 East 34th Street
New York, NY 10016
(212) 340-8696
Vanessa.Martin@mdrc.org

Exhibit B
(Standard Agreement)

DISBURSEMENT OF FUNDS PROVISIONS

1. MDRC shall disburse a total of \$100,000.00 to CDSS within 30 days of notification by CDSS that the benchmarks as described in **Exhibit A, Scope of Work** have been achieved.

2. The notification shall be sent to:

MDRC
16 East 34th Street
New York, NY 10016
Attn: Jesús M. Amadeo

3. The CDSS will allocate \$90,000.00 to Riverside County Department of Public Social Services (DPSS) in consideration for performance of the TSDTP Stage 1 activities set forth in Memorandum of Understanding (MOU) 10-6076.

4. To the extent that DPSS incurs costs related to travel, MDRC will reimburse DPSS in accordance with provisions of the Federal Travel Regulations (FTR). This reimbursement shall be made directly to DPSS and is in addition to the funds provided through this agreement.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

A. Dispute Provisions

1. If the MDRC, hereinafter referred to as "Contractor" disputes a decision of the State's designated representative regarding the performance of this Agreement or on other issues for which the representative is authorized by this Agreement to make a binding decision, Contractor shall provide written dispute notice to the State's representative within 15 calendar days after the date of the action. The written dispute notice shall contain the following information:
 - a. the decision under dispute;
 - b. the reason(s) Contractor believes the decision of the State representative to have been in error (if applicable, reference pertinent contract provisions);
 - c. identification of all documents and substance of all oral communication which support Contractor's position; and
 - d. the dollar amount in dispute, if applicable.
2. Upon receipt of the written dispute notice, the State program management will examine the matter and issue a written decision to the Contractor within 15 calendar days. The decision of the representative shall contain the following information:
 - a. a description of the dispute;
 - b. a reference to pertinent contract provisions, if applicable;
 - c. a statement of the factual areas of agreement or disagreement; and
 - d. a statement of the representative's decision with supporting rationale.
3. The decision of the representative shall be final unless, within 30 days from the date of receipt of the representative's decision, Contractor files with the California Department of Social Services a notice of appeal addressed to:

California Department of Social Services
744 P Street, M.S. 8-14-747
Sacramento, CA 95814
Attention: Chief, Contracts Bureau

Pending resolution of any dispute, Contractor shall diligently continue all contract work and comply with all of the representative's orders and directions.

B. Termination Without Cause

This Agreement may be terminated without cause by the State upon 30 days written notice to the contractor.

C. Debarment and Suspension

For federally funded agreements, **Contractor certifies** that to the best of his/her knowledge and belief that he/she and their principals or affiliates or any sub-contractor utilized under this agreement, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. The Contractor also certifies that it or any of its sub-contractors are not listed on the Excluded Parties Listing System (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17).

EXHIBIT D
(Standard Agreement)

D. Computer Software Copyrights

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

E. A-133 Audit

Pursuant to Office of Management and Budget (OMB) Circular A-133 §____.200 "Audit Requirements", non-federal entities that expend \$500,000 or more in a year in Federal awards from all sources combined shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133. All OMB Circular A-133 audit reports shall meet the reporting requirements established in OMB §____.320 "Report Submission" and a copy shall be forwarded to CDSS.

F. Subcontractors

(Applicable to agreements in which the Contractor subcontracts out a portion of the work) Nothing contained in this Agreement or otherwise shall create any contractual relationship between CDSS and any subcontractors, and no subcontractor shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be fully responsible to CDSS for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the obligation of CDSS to make payments to the Contractor. As a result, CDSS shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

**Exhibit E
(Standard Agreement)**

ADDITIONAL PROVISIONS

A. CDSS Confidentiality and Security Requirements

1. Contractor and its employees agree to comply with CDSS Information Security Pre-Cautions/Requirements, as described in Exhibit E – Attachment 1.

California Department of Social Services (CDSS)
Information Security Pre-Cautions/Requirements

A. Confidentiality of Data

Please note the following definitions relating to confidential and sensitive information.

- Confidential information is information which identifies an individual (i.e., name, social security number, home/ mailing address, telephone number, etc.) and/or entity (i.e., employing unit, etc.) and/or information in the possession of the Department in which the disclosure is limited by contractual agreement (i.e., proprietary information, etc.).
 - Sensitive information is information maintained by the Department, which is not confidential by definition, but requires special precautions to protect it from unauthorized access (i.e., financial or operational information). Sensitive information is information in which the disclosure would jeopardize the integrity of CDSS (i.e., CDSS' fiscal resources and operations).
1. All financial, statistical, personal, technical, and other information relating to CDSS operations which are designated confidential or sensitive by CDSS and which may become available to the Contractor as a result of the implementation of this Agreement, shall be protected by the Contractor from unauthorized access, use, and disclosure.
 2. Contractor is notified that there are civil and criminal actions that may be invoked for unauthorized disclosure of information from confidential records. (California Penal Code Section 11140-11144, 13301-13303, Civil Code Section 1798, Chapter 709, Statute of 1997 define civil and criminal actions for unauthorized disclosure of information from confidential records.)
 3. The Contractor shall:
 - a. Instruct all employees with access to the CDSS confidential and sensitive information regarding: (1) the confidential nature of the information, and (2) the sanctions against unauthorized access, use, or disclosure found in the California Civil Code Section 1798.55, and the Penal Code Section 502.
 - b. Ensure that their employees will not intentionally seek out, read, use, or disclose CDSS confidential or sensitive information.
 - c. Not disclose any individually identifiable CDSS information to any person.
 - d. Require that all Contractor's staff or subcontractor and its employees with access to CDSS confidential information sign the CDSS Confidentiality Agreement (See Section B).
 - e. Immediately notify CDSS within 24 hours of initial detection of any unauthorized access, use, and disclosure of CDSS information. Notification shall be reported by telephone or email to:

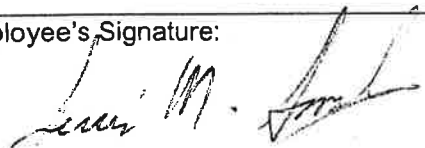
Rayfield Scott (916) 651-5558
Acting Information Security Officer (916) 654-0910
California Department of Social Services iso@dss.ca.gov
744 P Street, M.S. 9-9-70
Sacramento, CA 95814
 - f. Cooperate in any investigations of information security incidents.

B. Confidentiality Agreement

The California Department of Social Services (CDSS) public assistance records and documents are subject to strict confidentiality requirements imposed by State and federal law including California Welfare and Institutions Code sections 10850, California Penal Code section 11167.5, and 45 Code of Federal Regulations.

I acknowledge that unauthorized access, use, or disclosure of CDSS confidential information is a crime.


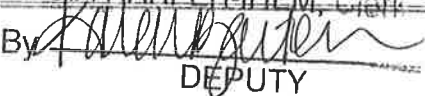
I agree that unauthorized access, use, or disclosure of CDSS confidential information is grounds for immediate termination of this Contract/Memorandum of Understanding/Agreements with the CDSS and the Contractor may be subject to penalties both civil and criminal.

| | |
|---|--|
| Contractor: MDRC | |
| Employee: | |
| Employee's Signature:  | |
| Title: Service Vice President | Date: 5/18/2011 |
| Phone: 212-340-8689 | E-Mail Address: Jesus.Amadeo@mdrc.org |

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

| | | |
|---|---|--|
| <i>Contractor/Bidder Firm Name (Printed)</i> County of Riverside | | <i>Federal ID Number</i> 95-6000930 |
| <i>By (Authorized Signature)</i>  | | <i>ATTEST:</i> KECIA HARPER-JHEM, Clerk |
| <i>Printed Name and Title of Person Signing</i> Bob Buster, Chairman | | <i>By</i>  DEPUTY |
| <i>Date Executed</i> April 12, 2011 | <i>Executed in the County of</i> Riverside | |

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION-LOWER TIER TRANSACTIONS**

**This certification is required by Executive Order 12549, 7 CFR Part 3017, 45 CFR
Part 76, and 44 CFR Part 17.**

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.**
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.**

Signature of Authorized Representative

Date

Name (Print)

Title

Organization Name

Agreement Number

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "proposal", and "voluntarily excluded", as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if the participant in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.