County of Los Angeles
CHIEF EXECUTIVE OFFICE
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
http://ceo.lacounty.gov

WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

October 5, 2010

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

14 October 5, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

AGREEMENT WITH THE UNIVERSITY OF PENNSYLVANIA AND MEMORANDUM OF UNDERSTANDING WITH THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES FOR THE EVALUATION OF OUTCOMES OF FOSTER YOUTH EXITING DEPENDENT CARE AND PROBATION SUPERVISION (ALL DISTRICTS AFFECTED) (3 VOTES)

SUBJECT

This letter requests delegated authority for the Chief Executive Officer (CEO) or his designee to negotiate and enter into an agreement with The Trustees of the University of Pennsylvania (University) to receive $60,000 for services from the Chief Executive Office's Research and Evaluation Services (RES) unit. It also requests delegated authority for the CEO or his designee to negotiate and enter into a no cost Memorandum of Understanding (MOU) with the California Department of Social Services (CDSS) for authorization to receive data necessary for the University agreement. Further, it requests authority to execute amendments as may be needed for the implementation of these two agreements.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the CEO or his designee to negotiate and enter into an agreement with the University, substantially similar to Attachment I. The County's Chief Executive Office's RES unit will receive a maximum of $60,000 to provide professional services to researchers from the University's School of Social Policy and Practice to jointly produce an evaluation of outcomes for youth and young adults exiting foster care and probation supervision. The term of this agreement will begin following Board and University approval through May 31, 2011.

2. Delegate authority to the CEO or his designee to negotiate and enter into a MOU with the CDSS, substantially similar to Attachment II, for authorization for the use of data from the CDSS Child Welfare Services/Case Management System data for exiting foster care youth. The CDSS data will be matched against data from other County agencies, as well as with wage and earnings records from the State of California's Employment Development Department (EDD). Data will be stripped of unique identifiers in conformity with all privacy and confidentiality laws for this project. There is no cost to the County for this data.

3. Delegate authority to the CEO or his designee to negotiate and execute amendments as may be needed for the implementation of these two agreements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Under this agreement RES will be working collaboratively with the Departments of Children and Family Services (DCFS) and Probation within the County, as well as with CDSS and the University outside the County, to produce a comprehensive report on how youth and young adults fare after their exit from foster care and probation supervision. This evaluative report will be based on a data match linking administrative records from DCFS and Probation with records from the Departments of Public Social Services, Community and Senior Services, Health Services, Mental Health, Public Health, and the Sheriff's. The population to be studied is youth and young adults who left foster care and probation supervision between 2002 and 2005.

The data provided will be de-identified so as to conform to privacy and confidentiality laws and then matched across multiple County departments and against State-level CDSS and EDD records. Researchers and analysts at both RES and the University will be able to observe patterns and costs of service utilization for exiting foster youth, as well as outcomes for this population in the areas of employment, housing, health and contact with law enforcement. These outcomes will comprise the main content of the evaluation.

The participating departments will be able to better determine the long-term benefits of service components based on the reported outcomes. It will also provide information to make policy enhancements leading to cost savings and cost offsets, through the elimination of redundancies and introduction of service enhancements to increase effectiveness and efficiency in the delivery of services.

Implementation of Strategic Plan Goals

This action supports the County's Strategic Plan Goal 2 for Children, Family, and Adult Well-Being by evaluating the long-term outcomes for youth and young adults in the target population. This comprehensive evaluation would enable the County to determine best practices, areas of opportunities for improvement, as well as cost efficiencies, which are in line with Strategies 1, 2, 3, and 5 of Goal 2.

FISCAL IMPACT/FINANCING

The $60,000 for professional services delivered under the agreement was included in the CEO Fiscal Year 2010-11 budget. The evaluation project is underwritten through a direct grant from the Conrad N. Hilton Foundation to the University.

The agreement with CDSS is a non-financial MOU and there is no cost to the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County is the service provider under the University agreement. Under the CDSS MOU, the County is the recipient of data needed for the University project. Therefore, several Board Ordered Policies and Los Angeles County Code sections are not included in this agreement and are itemized below. County Counsel will not approve these documents as to form prior to Board approval of the legal exceptions.

1. The University contract is governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. University will not consider including California law and has indicated County chooses to remain silent, and not abide by this section of the Terms and Conditions.

2. Compliance with the County's Jury Service Program, Chapter 2.203 of County Code, pertains to contractors receiving $50K or more in a 12-month period from the County. In the University agreement, the County is receiving funds and no funds are exchanged in the CDSS MOU, therefore, this language is not applicable and not included.

3. Contractor Responsibility and Debarment, Chapter 2.202 of County Code, pertains to contractors providing goods or performing services for or on behalf of the County. The County provides the services to the University and the information received from CDSS is for the University, therefore, this language is not included.

4. Contractor's Warranty of Adherence to County's Child Support Compliance Program, Chapter 2.200 of County Code, are required of all contracts, where the contractor benefits financially from the County through the contract. In the University agreement, the County is receiving funds and no funds are exchanged in the CDSS MOU, therefore, this language is not applicable and not included.

5. Nondiscrimination and Affirmative Action language was omitted as the University is a public agency and CDSS is a State agency and exempt from the requirement to include this section.

6. County Lobbyist Ordinance, Chapter 2.160 of County Code, applies to entities that apply for a County contract. This does not apply to the University or CDSS, therefore, this language is not included.

7. Living Wage Program, Chapter 2.201 of County Code, only applies to cafeteria services contracts or Prop A contracts. This does not apply to the University agreement or CDSS MOU, therefore, this language is not included.

8. Local Small Business Enterprise Preference Program, Chapter 2.204 of County Code, only applies to the County purchase of goods and services. This does not apply to the University agreement or CDSS MOU, therefore, this language is not included.

9. County of Los Angeles Defaulted Property Tax Reduction Program, Chapter 2.206 of County Code, applies to contractors who benefit financially from the County through the contract. In the University agreement, the County is receiving the funds and no funds are exchanged in the CDSS MOU, therefore, this language is not applicable and not included.

CONTRACTING PROCESS

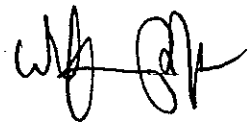
Upon Board approval of the legal exceptions, CEO will obtain County Counsel's approval as to form for both the University agreement and the MOU with CDSS, prior to the County's execution of these agreements.

The data match to be conducted for the evaluation is covered under an existing master Memorandum of Agreement between CEO and the participating departments.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current services.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:KH:LB
KMH:mh

Attachments (2)

c: Executive Office
County Counsel
Children and Family Services
Community and Senior Services
Health Services
Mental Health
Probation
Public Health
Public Social Services
Sheriff

UPenn_Board Letter_100510

SUBAWARD AGREEMENT

Institution/Organization ("THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA") **Name:** OFFICE OF RESEARCH SERVICES **Address:** P-221 FRANKLIN BUILDING 3451 WALNUT STREET PHILADELPHIA, PA 19104-6205	**Institution/Organization ("Collaborator")** **Name:** **County of Los Angeles** **Address:** **222 S. Hill Street** **Los Angeles, CA 90012**
Prime Award No. 2080594	**Subaward No.** 551922
Awarding Agency: Hilton Foundation	
Subaward Period of Performance: June 1, 2010 through May 31, 2011	**Amount Funded this Action:** $60,000.00
Project Title: Young Adult Outcomes of Youth Exiting Dependent Care in LA: Earnings, Homelessness, CJ System Involvement, Public Assistance Receipt and Public Health Services Use	

Terms and Conditions

A. THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA hereby awards a cost reimbursable subaward, as described above, to Collaborator. The statement of work and budget for this subaward is attached as Attachment 3. In its performance of subaward work, Collaborator shall be an independent entity and not an employee or agent of THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA.

B. THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA shall reimburse Collaborator not more often than monthly for allowable costs. All invoices shall be submitted using Collaborator's standard invoice, but at a minimum shall include current and cumulative costs, subaward number, and certification as to truth and accuracy of invoice. **(See Sample Invoice, attached).** *Invoices that do not reference THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA's subaward number shall be returned to Collaborator.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 2.

C. A final statement of costs incurred, marked "FINAL", must be submitted to THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA's Financial Contact NOT LATER THAN fifteen (15) days after subaward end date. The final statement of costs shall constitute Collaborator's final financial report. All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Collaborator.

D. Matters concerning the technical performance of this subaward should be directed to the appropriate party's Project Director, as shown in Attachment 2. Technical performance reports are required as identified in Attachment 1, paragraph (b).

E. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement should be directed to the appropriate party's Administrative Contact, as shown in Attachment 2. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 2.

F. Either party may terminate this agreement with thirty days (30) written notice to the appropriate party's Administrative Contact, as shown in Attachment 2. THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA shall pay Collaborator for all allowable, non-cancellable obligations in the event of termination by THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA.

G. No-cost extensions require the approval of THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 2, not less than thirty days prior to the desired effective date of the requested change.

H. The Subaward is subject to all terms and conditions and terms and conditions of Prime Award, as identified in Attachment 4 and any Special Terms and Conditions as identified in Attachment 1

I. **INSPECTION.** Designated representatives of the University shall have the right to inspect and review progress of work performed pursuant to this subcontract. Access shall be granted to facilities used or otherwise associated with the work performed and to all relevant de-identified data, test results, computations or analyses used or generated under this subcontract when such inspections are conducted. All such inspections shall be conducted in such a manner as to not unduly delay the progress or work and the University shall give the Collaborator reasonable notice prior to conducting any such inspections. Inspection by the University shall not relieve the Collaborator of his responsibility to fully and formally report the details of the work set forth herein.

J. **Subcontractors.** The Collaborator agrees that no second tier subcontract for research will be executed without prior written approval of the University.

K. **General.** In the conduct and completion of the research project pursuant to this SUBCONTRACT, the COLLABORATOR agrees to establish, maintain and follow policies and procedures which are consistent with and subject to the undertaking of the UNIVERSITY under Prime Award which is hereby incorporated by reference and made a part here of, and which policies and procedures are necessary to enable the UNIVERSITY to fulfill its obligations and responsibilities under the said Prime Award.

L. The Collaborator agrees it will not perform any act in the performance of this Subcontract which may prejudice the UNIVERSITY, or which may interfere with the UNIVERSITY's undertaking and obligations under the Prime Contract. The University agrees it will not perform any act in the performance of this Subcontract which may prejudice the COLLABORATOR, or which may interfere with the COLLABORATOR's undertaking and obligations under the Subcontract.

M. Law - This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. **(Subcontractor elects to remain silent).**

N. **Human Subjects** – If it is anticipated that the studies to be carried out under this subgrant will involve the use of human beings as subjects of the research, prior to initiating any research involving human subjects, the Collaborator shall:

1. If Collaborator has an Institutional Review Board (IRB) established in accordance with the regulations of the Public Health Service (PHS) and has an approved General Assurance on file with that agency, provide evidence to University that its IRB has reviewed and approved the research involving human subjects to be performed hereunder:
2. If Collaborator does not have an approved IRB, University, upon request, will provide the services of its IRB to perform the required review. If Collaborator desires University to perform the human subjects review, it should direct its request in writing to the Assistant Director for Regulatory Affairs, Office of Research Administration at the address in Article VI. This request should include a statement that Collaborator will accept the review and approval of University's IRB, and will comply with University's human subject regulations set forth in its Guidelines for the Preparation of Protocols for Review. Collaborator will also be required to execute a Single Project Assurance in accordance with PHS regulations. Copies of University's Guidelines and the Single Project Assurance are available upon request.

O. **Care of Laboratory Animals:** If it is anticipated that the studies to be carried out under this Subaward will involve the use of animals as subjects of the research, prior to initiating any research involving animals, the Collaborator shall:

1. The Collaborator agrees that it will comply with the Public Health Service Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions (PHS Policy) and that it has an Assurance of Compliance with the PHS policy on file with the Office for Protection from Research Risks of the National Institutes of Health. The COLLABORATOR assures The Trustees of the University of Pennsylvania that it has established an Institutional Animal Care and Use Committee (IACUC) in accordance with the PHS Policy and that it will obtain IACUC approval prior to the use of any live, vertebrate animals in activities supported by this Agreement, Certification of IACUC approval must be provided to The Trustees of the University of Pennsylvania at least annually

Furthermore, the COLLABORATOR:

(a) agrees to comply with all applicable provisions of the Animal Welfare Act and other Federal statutes and regulations relating to animals;
(b) shall be guided by the U.S. Government principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training;
(c) acknowledges and accepts responsibility for the care and use of animals involved in activities supported by this Agreement; and
(d) has established and will maintain a program for activities involving animals in accordance with the Guide for the Care and Use of Laboratory Animals

P. **Indemnification:** Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

Q. **Use of Name:** Neither Party shall use the name of the other party in any publicity or advertising without advance written approval of the other party.

By an Authorized Official of THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA:

Leona Joseph C. Leona Joseph Associate Director, Research Services 8/12/18

Signature Date

Leona C. Joseph

Print or Type Name

Associate Director

Title

By an Authorized Official of Collaborator:

Signature Date

Print or Type Name

Title

ATTACHMENT 1

SPECIAL TERMS AND CONDITIONS:

A. Intellectual Property – The Collaborator will retain ownership of the data, materials, information, etc. The Collaborator grants to University an irrevocable, royalty-free, non-transferrable, non-exclusive right and license to use, reproduce, make derivative works, display, publish, and perform any copyrights or copyrighted material (including any computer software and its documentation and/or databases) developed under this Subaward for the purpose of education and research or to the extent required to meet University's obligations under it Prime Award.

B. Data Rights – Collaborator grants to University license to use data created in the performance of this Subaward for the purpose of education and research or to the extent required to meet University's obligation under its Prime Award.

C. Sub-Recipient Monitoring
Sub recipient understands and agrees that PENN is obligated to ensure that funds administered by PENN to Sub recipient are utilized in compliance with all pertinent Government regulations as well as generally accepted auditing standards. Accordingly, from time to time, PENN may audit Sub recipient's use of funds under this Agreement, either directly or through designated external auditors. At the request of Penn, the Sub recipient shall promptly and fully produce all de-identified ata, financial records and information relating to the Project to PENN and its representatives during normal business hours, and shall assist them in promptly resolving any questions and in performing audits or monitoring performance of the Project. The Sub recipient agrees to cooperate with the representatives of PENN who visit the Sub recipient. PENN's auditing activities under this section may involve requests FOR data, financial records and information relating to the Project by mail, phone or facsimile.

AUDIT

All invoices and financial reports are subject to audit by either the Sponsor or the University of Pennsylvania. The Collaborator shall reimburse the University for any amounts received but subsequently disallowed as the result of any such audit.

REPORTING REQUIREMENTS (as applicable)

A. Performance Reports as mutually agreed between THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA and Collaborator's Principal Investigators. A Final Performance Report shall be submitted within fifteen (15) days of the end date stated in the Period of Performance or as determined by Prime Sponsor.

B. Final Property Report as mutually agreed between THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA and Collaborator's Principal Investigators. A Final Property Report shall be submitted within fifteen (15) days of the end date stated in the Period of Performance or as determined by Prime Sponsor.

C. Intellectual Property/Patent Report in accordance with any Sponsor Intellectual Property/Patent requirements as mutually agreed between THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA and Collaborator's Principal Investigators **as applicable.**

Attachment 2
Subaward Agreement

UNIVERSITY Contacts	Collaborator Contacts
Administrative Contact *Name:* Leona C. Joseph Associate Director *Address:* University of Pennsylvania 3451 Walnut Street P-221 Franklin Building Philadelphia., Pa. 19104-6205 *Telephone:* 215-898-9984 *Fax:* 215-898-9708 *Email:*	***Administrative Contact*** *Name:* Lesley Blacher Acting Branch Manager *Address:* County of Los Angeles Chief Executive Office, SIB 222 S. Hill Street, Fifth Floor Los Angeles, CA 90012 *Telephone:* 213-974-4603 *Fax:* 213-229-2738 *Email:* lblacher@ceo.lacounty.gov
Principal Investigator *Name:* Dr. Dennis P. Culhane *Address:* University of Pennsylvania 3535 Market Street, Suite 3015 Philadelphia, Pennsylvania 19104-3309 *Telephone:* 215-349-8705 *Fax:* *Email:* culhane@upenn.edu	***Principal Investigator*** *Name:* Dr. Manuel Moreno, Director of Research and Evaluation Services *Address:* County of Los Angeles Chief Executive Office, SIB 222 S. Hill Street, Fifth Floor Los Angeles, CA 90012 *Telephone:* 213-974-5849 *Fax:* 213-620-7131 *Email:* mmoreno@ceo.lacounty.gov
Financial Contact *Name:* Cheryl Gaffney *Address:* University of Pennsylvania SSW Research Lab 3815 Walnut Street Philadelphia, Pennsylvania 19104-6179 *Telephone:* 215-898-4496 *Fax:* *Email:* cgaffney@sp2.upenn.edu	***Financial Contact*** *Name:* Rick Hong Manager, Budget and Fiscal *Address:* County of Los Angeles Chief Executive Office 796 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012 *Telephone:* 213-974-1176 *Fax:* 213-633-4666 *Email:* rhong@ceo.lacounty.gov
Authorized Official *Name:* Leona C. Joseph Associate Director *Address:* University of Pennsylvania 3451 Walnut Street P-221 Franklin Building Philadelphia, Pennsylvania 19104-6205 *Telephone:* 215-898-9984 *Fax:* 215-898-9708 *Email:* cljoseph@upenn.edu	***Authorized Official*** *Name:* William T Fujioka Chief Executive Officer *Address:* County of Los Angeles Chief Executive Office 713 Kenneth Hahn Hall Of Administration 500 West Temple Street Los Angeles, CA 90012 *Telephone:* 213-974-1101 *Fax:* 213-687-7130 *Email:* bfujioka@ceo.lacounty.gov

ATTACHMENT 3 SUBAWARD AGREEMENT		
DELIVERABLE	**DUE DATE**	**COST**
1. Records of youth who exited dependent care from Department of Children and Family Services (DCFS). CEO/SIB/RES will provide the de-identified records of dependent youth (ages 16 & older) who exited DCFS foster care in 2002, 2003 and 2004. These records will be matched with data from the departments of Social Services, Heath Services, Mental Health, Public Health, Probation and the Sheriff to link DCFS data with services provided to the target population by these departments.	October 2010	$15,000
2. Records of youth who exited dependent care from Probation Department. CEO/SIB/RES will provide the de-identified records of youth (ages 16 & older) who exited Probation Supervision in 2002, 2003 and 2004. These records will be matched with data from the departments of Social Services, Heath Services, Mental Health, Public Health, Probation and the Sheriff to link these data with services provided to the target population by these departments.	October 2010	$15,000
3. Records from the California Department of Social Services on youth who exited dependent or delinquent care in all California Counties and lived in Los Angeles County after their exit. CEO/SIB/RES will provide the de-identified records of youth (ages 16 & older) who exited dependent or delinquent care in all California counties from the CDSS CWS/CMS system to determine the exiters who came from other Counties. These records will be matched with data from the departments of Social Services, Heath Services, Mental Health, Public Health, Probation and the Sheriff to link these data with services provided to the target population by these departments. Provision of data will be dependent upon receipt of data from CDSS within the appropriate timeframes.	November 2010	$10,000

ATTACHMENT 3 SUBAWARD AGREEMENT		
DELIVERABLE	**DUE DATE**	**COST**
4. Records from California Department of Social Services who exited dependent or delinquent care in Los Angeles County. CEO/SIB/RES will link records of youth (ages 16 & older) who exited dependent or delinquent care in Los Angeles County between January 1, 2002 and 2004 to the Employment Development Department Base wage File from January 1, 2005 to December 31, 2009. CEO/SIB/RES will supply the de-identified matched records. Provision of data will be dependent upon receipt of data from CDSS within the appropriate timeframes.	December 2010	$10,000
5. Reports and Review of Draft Report Submission of all required reports, Final Performance Report, Final Property Report, and Intellectual Property/Patent Report, if applicable. CEO/SIB/RES' review of the draft report of the study and will provide comments on the report data and findings.	May 16, 2011 May 31, 2011	$10,000
Total		**$60,000**

ATTACHMENT #4

cnhf

Conrad N. Hilton Foundation

Steven M. Hilton
President & CEO

Directors:
Gregory R. Dillon
William H. Foege, M.D., M.P.H.
James R. Galbraith
Barron Hilton, Chair
Conrad N. Hilton III
Eric M. Hilton
Steven M. Hilton
William B. Hilton, Jr.
Hawley Hilton McAuliffe
John L. Notter
William G. Ouchi

Director Emeritus:
Donald H. Hubbs

February 27, 2009

Ms. Leona Joseph
Associate Director, Pre-Award
Office of Research Services
University of Pennsylvania
3451 Walnut Street, Room P221
Philadelphia, PA 19104

Re: Grant 2080594
Please refer to this number when corresponding with us.
Principal Investigator—Dr. Dennis Culhane

Dear Ms. Joseph:

It is our pleasure to inform you that the Board of Directors of the Conrad N. Hilton Foundation has approved a grant payable to Trustees of the University of Pennsylvania in the amount of $275,000 over two years beginning on March 1, 2009, to study the outcomes of young adults who have aged out of foster care in Los Angeles County and to report on these outcomes in order to help inform policies and programs that improve successful transitions for foster youth exiting the foster care system.

Within 30 days, please submit a signed copy of this letter to the Foundation (GMDepartment@HiltonFoundation.org) indicating your agreement with the following terms and conditions.

1. Purpose: This grant will be used as described in your application dated October 2, 2008, and that no substantial changes will be made without prior written approval of the Foundation.

2. Payment Schedule: This grant is payable in two installments subject to satisfactory organizational progress, including adherence to all previous grant agreements with the Foundation.

Amount	Payable After	Contingent Upon
$134,340	March 1, 2009	Return of Signed Grant Letter
$140,660	May 1, 2010	Acceptable Progress Report

3. Active Grant: This grant shall be considered active for a period of 12 months from the date of the Foundation's final disbursement of grant funds and until the final scheduled progress report has been received. The Foundation has a general policy of not considering an additional request from an organization

Suite 1000 / 10100 Santa Monica Boulevard / Los Angeles, California 90067 / Tel: 310 556 4694 / Fax: 310 556 2301
Email: steve@hiltonfoundation.org / Website: www.hiltonfoundation.org

ATTACHMENT #4

cnhf

that has an active grant.

4. Account: You are not required to open a separate account for these grant monies, but you are required to account fully for their expenditure. This grant is subject to audit at the Foundation's expense.

5. Tax Status: You warrant that you are exempt from income tax under Section 501(c)(3) of the Internal Revenue Code and are not a private foundation as described in Section 509(a). Any change in this status shall be communicated to the Foundation immediately. You further warrant that this grant will not result in your becoming a private foundation under the public support test, if such test is applicable to your organization.

6. Non-Permitted Uses: You warrant that none of these funds will be used to influence legislation unless permitted by law or used to fund any form of political activity, terrorists or terrorist organizations.

7. Reporting and/or Deliverables: Progress reports using the provided forms and/or deliverables are due as follows.

Due Date	Period	Deliverable
3/31/2010	3/1/09-2/28/10	1st annual progress report, including research report draft
3/31/2011	3/1/10-2/28/11	Final progress report, including final research report

8. Publicity: We request that in any publicity given this grant, acknowledgement be made that funding was received from the Conrad N. Hilton Foundation, using its complete name. In addition, we respectfully request that prior to its release, the proposed publicity be approved by the Foundation. Please submit the proposed press material to Bill Pitkin (bill@hiltonfoundation.org). We request that, once available, a copy of the finalized material be furnished to the Foundation.

9. Compliance: **Failure to comply** with any of the terms of this Agreement may result in one or more of the following.

   (a) Termination of the grant.
   (b) Suspension of future grant payments until you demonstrate compliance.
   (c) Your immediate reimbursement to the Foundation of the amount of any Foundation grant funds expended for purposes not previously approved by the Foundation.
   (d) Your immediate reimbursement to the Foundation of all unexpended Foundation grant funds.

ATTACHMENT #4

cnhf

It is the policy of the Conrad N. Hilton Foundation to discourage beneficiaries of its grants from making gifts to Foundation personnel, giving honoraria in any form, or sending plaques or other memorabilia. The Foundation prefers that the cost of such items not be incurred by a recipient agency.

We appreciate the cooperation extended to Bill Pitkin and you have his best wishes, as well as those of our Board, for continued success.

Sincerely,

Steven M. Hilton
President & CEO

SMH:jkf

Accepted:

Leona Joseph

Ms. Leona Joseph
Associate Director, Pre-Award
Office of Research Services
University of Pennsylvania

3/9/08
Date

ATTACHMENT #4

cnhf

Conrad N. Hilton Foundation

Edmund J. Cain
Vice President
Grant Programs

May 25, 2010

Mr. Robert Lucas
Accountant
University of Pennsylvania
Office of Research Services
3451 Walnut Street, Room P221
Philadelphia, PA 19104-6205

Re: Grant 2080594
(Please refer to this number when corresponding with us.)

Dear Mr. Lucas:

The Conrad N. Hilton Foundation is pleased to enclose its check in the amount of $140,660 to study the outcomes of young adults who have aged out of foster care in Los Angeles County and to report on these outcomes in order to help inform policies and programs that improve successful transitions for foster youth exiting the foster care system. This represents the final installment of our two-year pledge of $275,000.

A report on the use of these funds is due on or before 3/31/2011. Please send your completed report forms electronically to Grants Management. (GMDepartment@HiltonFoundation.org) and reference your grant number in the subject line.

With these funds go our best wishes for the continued success of your worthwhile program.

Sincerely,

Edmond J. Cain
Vice President - Grant Programs

EJC:ns

Enclosure

C: Dr. Dennis Culhane

Suite 1000 / 10100 Santa Monica Boulevard / Los Angeles, California 90067-4011 / Tel: 310 556 4694 / Fax: 310 556 2301
Email: ed@hiltonfoundation.org / Website: www.hiltonfoundation.org

MEMORANDUM OF UNDERSTANDING
BETWEEN
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
AND
COUNTY OF LOS ANGELES, CHIEF EXECUTIVE OFFICE
AND
UNIVERSITY OF PENNSYLVANIA

I. PURPOSE

This Memorandum of Understanding (MOU) is entered into by the State of California, Department of Social Services (CDSS); the County of Los Angeles, Chief Executive Office (CEO); and the University of Pennsylvania (University). This MOU will allow for the sharing of confidential data between CDSS and the County of Los Angeles; and for the sharing of de-identified data between the County of Los Angeles and the University of Pennsylvania. The sharing of this data is necessary to provide the services and resources required to meet the complex needs of children, families, and caregivers, to achieve continuous improvement across programs, and to make informed public policy decisions. This MOU provides authorization for the use of this confidential data only as detailed below in Section II - Scope of Work.

National research findings indicate that emancipated foster care youth and foster care exiting youth over the age of 16 have a significantly higher incidence of prison incarceration, homelessness, prostitution, pregnancies, drug and alcohol use, and poor mental and physical health than the average young adult. These traits result in a heavy use of social services by exiting foster care youth. No large study of this social problem has been done in California; thus state government policymakers have insufficient evidence to make an accurate cost benefit analysis of the value of extending foster care benefits beyond the age of 18. This project will provide CDSS and Los Angeles management with the data to determine the amount of state and county social services that exiting foster care youth use in the three years after they leave foster care. This valuable information will allow government management to craft, if necessary, better programs and transitional services for exiting foster care children. These informed decisions can assist CDSS in accomplishing its mission to "serve, aid, and protect needy and vulnerable children and adults." There are numerous program and transitional services that CDSS and Los Angeles County could potentially offer to exiting foster care youth. The most appropriate services are dependent on having accurate data on the social services utilized by foster care youth after they leave foster care. The research findings of this collaborative project will provide these much needed data to government policymakers.

The primary goal of this project is to link CDSS Child Welfare Services/Case Management System (CWS/CMS) exiting foster care youth data with employment data and with existing caseload data for social, health and law enforcement service programs administered by Los Angeles County. The resulting database will be stripped of unique identifiers before it is released to Dennis Culhane of the University of Pennsylvania for analysis.

II. SCOPE OF WORK

This project will investigate the young adult outcomes of youth who are aging-out of foster care or otherwise exiting dependent care in Los Angeles County. Administrative data from the California Department of Children and Family Services will be used to identify youth (age 16 and older) who exited dependent care between 2000 and 2005. Key independent variables from this data source will include the age at entry into care, the type of placement from which the youth exits, the type of exit, whether the youth was placed on probation or in a criminal justice institution, and denotation of any formal program placements for exiters, including youth placed in supported independent living programs.

Young adult outcomes will be obtained through the linkage of the youth exiter data with earnings data from the Employment Development Department (EDD) and from other data sources available through the Los Angeles County Adult Linkages Project (ALP). Outcomes will include employment-based earnings, homelessness, receipt of public assistance, criminal justice system involvement, and use of publicly funded health services. This project should provide important information regarding how youth exiting foster care are faring, vis a vis their earnings and use of publicly funded services; the association of positive or negative adult outcomes with various dependent care placement and exit characteristics; and the relative success of independent living programs, including their impact on services use and costs. Results should inform public policymakers regarding how to improve their targeting of independent living supports, and as to whether further investments in transitional supports for youth can be justified on the basis of potential cost-offsets for the social welfare system (and society) more broadly.

Background:

For two decades, federal legislation has provided funding for programs that support children in their transition from foster care to self-sufficiency (Collins, 2001). Yet, young people continue to have poor prospects for successful adult living (US GAO, 1999). Prior research has looked at various domains individually, including educational, occupational, and health outcomes, or in some cases their combination (Buehler et al., 2000). Few have looked at a broad range of outcomes for large samples, such as may be available through administrative data. Furthermore, while there is consensus that supported independent living programs are necessary to assist many youth in making this transition, outcome studies are needed that demonstrate which programs are successful. Moreover, measures of success are needed that demonstrate the collateral social costs of *not* providing these services, as a means of generating political will for their expansion.

Recent advances in the archiving ("data warehousing") and analysis of integrated administrative database systems makes research in this area particularly timely and cost-effective. The County of Los Angeles recently launched an innovative data linkage effort called the Adult Linkages Project (ALP). The ALP enables access to a spectrum of health, justice, and public assistance data sources, which collectively can provide data on a variety of important measures about youth exiting care. To date, the County of Los Angeles Chief Executive Office ALP data warehouse has

been used to study cohorts of General Relief recipients; the proposed project would expand the reach of this infrastructure to include youth exiting child welfare in California, thereby enabling measurement of youth outcomes. The inclusion of youth who are participating in a variety of transitional programs will enable investigators to determine how these programs compare, and for which types of youth, and how programs impact (or not) use of social welfare systems more generally. Previous research by the members of the proposing team has conducted such research on homeless adults and on families experiencing homelessness. In both cases, researchers were able to identify patterns of homelessness that are very costly to society, and for whom alternative interventions exist that can yield a net benefit to the program consumers and to society. The goal of this research is to apply this framework to youth exiting foster care and to develop empirical support for transitional interventions that could target this vulnerable population.

Research Questions:

What are the outcomes of youth who exit foster care in terms of earnings, public assistance receipt, adult homelessness, publicly funded health services, justice system involvement, and dependent care of their own children?

Do these outcomes vary differentially by gender, by age at entry into care, by age at exit, by type of exit, and by type of placement at exit?

Do these outcomes vary differentially by enrollment in transitional living programs, controlling for differences among participants and nonparticipants? If so, are there are characteristics of the youth or their child welfare service history that mediate outcomes associated with transitional living programs?

Do outcomes associated with transitional living programs reflect offsetting service reductions and costs?

Data:

This project will involve the analysis of administrative data from the following primary sources: the California Department of Social Services, the County of Los Angeles Adult Linkage Project, and the Employment Development Department. CDSS will transmit the CWS/CMS data to the County of Los Angeles within one (1) month of the approval and execution of this MOU.

CDSS Data: Youth (ages 16 and older) exiting dependent or delinquent care from the CWS/CMS system, from Jan.1, 2002, until December 31, 2004, will serve as the index population for this study. The requested CDSS data will include case data, demographic information, placement history, type of exit, probation entry and exit, delinquent care, and exits due to incarceration and reason for exit as well as enrollment in transitional living programs, by type.

The following EDD data will be supplied by CDSS to LA County within one month of the approval and execution of this MOU:

EDD Base Wage File: Quarterly wage earnings from January 1, 2003, to December 31, 2008, of all persons in Los Angeles County, who exited foster care in California between January 1, 2002, and December 31, 2004. The data extract includes quarter date; social security number and first, middle and last names of the employee; employer identification number (EIN); and quarterly earnings. The base wage file will enable the employment records and earnings of exiting foster care youth to be tracked.

Transfer of Confidential Data: The requested Child Welfare Services/Case Management System (CWS/CMS) data for all youth within the California foster care system who exited foster care during the 2002-2004 period will be forwarded from CDSS to the Los Angeles County CEO-SIB. The data will be sent via email using the CDSS PKware Securezip encryption system. The password to unencrypt the data file will be sent to CEO-SIB separately via telephone. The password, created using CDSS password policy rules, will only be relayed to a real person; leaving the password in a phone message will not be used to transmit the password. When the cohort of exited foster care youth has been identified, a list of the Social Security numbers of the youth and their birthdates will be sent to CDSS from the Los Angeles County Chief Executive Office. This transmission will be sent via email using PKware Securezip encryption or an AES 256-bit encryption system with the password to unencrypt the files sent via telephone to a CDSS staff. The matched EDD Base Wage file sent by CDSS to the LA County CEO office will be sent via the same Securezip process described above.

Data Matching Procedures: The CEO-SIB of Los Angeles County has acquired a SAS Dataflux record-linkage methodology to link populations of interest through the use of match keys that, for the purposes of this proposal, will be referred to as "statistical linkage keys" (SLKs). An SLK is an accurate representation of all versions of the same data, such as different spellings of a name or an address. The derived code SLKs cannot be un-encrypted or linked to any individual. Upon receiving the CWS/CMS data, CEO-SIB will initially select the study population for youth who stayed in, and exited the foster care system, in Los Angeles County. The CEO-SIB will assign a random project ID (PID) to each youth and separate the matching, unique identifier data fields, such as names, date of birth, SSN and address, from the rest of the service and demographic variables. The unique identifier data file will be stored on a secured, non-networked, password-protected computer at the CEO office. After SLKs are generated for the matching fields of the study population file, the SLK file will be loaded onto a Windows-XP workstation laptop to be transported to all County department sites for the purposes of linking the study population data to the department files. The study population file transported to the department sites includes only the PID and SLKs.

Similar SLKs are created for each record in the LA County department files. These SLKs are used to match to the SLKs of the study population file. The department service fields are matched and appended to the PID; CEO-SIB leaves the LA department office with a file of matched youth that will include the PID and department service fields but no unique identifier fields. All unique identifiers

contained in the department files are stripped from the file that is returned to the CEO office. No unique identifiers of exited foster youth are ever transported or

stored in a laptop. When the study population data file stored at the CEO office has been matched against all department files, a final file will be consolidated adding the service fields of CWS/CMS.

The SSNs of the study population will be sent to CDSS to be matched against the EDD Base Wage File records. When this process is completed, CDSS will send back the matched records in a Secure zip PKware password protected email; the password will be sent via telephone. CEO-SIB will add the employment fields to the study population file.

After the EDD data, study population data, and department file data have been combined at the CEO central office, a de-identified file will be created. This de-identified file will be sent to Dr. Culhane for analysis. The data will include the PID and all study service fields.

Los Angeles County Data
The Adult Linkages Project (ALP):

The County of Los Angeles, Chief Executive Office will use interagency agreements with the County departments who participate in the ALP to obtain records for the CDSS cohorts identified above. The CDSS records will be matched with available data from the following Los Angeles County social services, health services, and justice departments:

1) Department of Public Social Services (DPSS)
2) Department of Health Services (DHS)
3) Department of Probation
4) Department of the Sheriff
5) Department of Mental Health (DMH)
6) Department of Children and Family Services (DCFS)
7) Department of Community and Senior Services (CSS)

Potential Implications:

This research project should provide valuable information to policy and program officials. Young adults with prior child welfare system involvement are a particularly vulnerable population, whose support needs and subsequent use of adult and family services are not well understood. It is likely that these populations have significant services needs, as parents and as solo adults, and that they are using other costly service systems. This research should identify those patterns and provide policymakers with information on the scale and cost of these patterns – and the related opportunities for reallocating those costs to transitional living programs.

Research Team:

Dennis Culhane, University of Pennsylvania
Steve Metraux, University of Pennsylvania
Manuel H. Moreno, Los Angeles County

Confidentiality Policies

The Los Angeles County Chief Executive Office and the University of Pennsylvania shall comply with: (1) CDSS' Confidentiality and Security Requirements for Contracts/Memorandum of Understandings/Agreements and (2) the Employment Development (EDD) confidentiality provisions as listed in Exhibit E of Agreement 09-2006, which are attached. Los Angeles County will destroy all confidential data supplied by CDSS within 30 days after the de-identification of the data has been completed.

Sequence of Research Activities

These activities include activities performed by all three principals involved in the MOU – CDSS, Los Angeles County and the University of Pennsylvania.

Phase 1

The CDSS will create the file extract for the index population.

Phase 2

Members of the University of Pennsylvania research team will conduct analyses of the de-identified youth discharge data to develop profiles of exiters by type and to prepare the data for multivariate analysis using data from the County of Los Angeles CEO data warehouse. Concurrently, the CMS/CWS data will be used by the LA County ALP for matching with the other participating departmental records.

Phase 3

The University of Pennsylvania researchers will conduct the analyses of the merged data. Event history and other regression techniques will be used to compare exit cohorts to answer the proposed research questions.

Phase 4

The write-up and presentation of results will occur. The team will write a report for the funders and data providers based on the results. The team will also develop at least two articles for peer-reviewed publications at the conclusion of this project.

III. CDSS RESPONSIBILITIES

A. The CDSS will supply to Los Angeles County Chief Executive Office the CWS/CMS confidential data and EDD data for the requested years, as provided under the terms of this MOU only for the purposes specified above. The data are not to be used for personal gain or profit.

B. Any publications resulting from, or related to the use of this data, must appropriately acknowledge Los Angeles County as a contributing source of the data used for this project.

C. The CDSS will assure that technical descriptions of the data are consistent with those data variables provided by the CEO.

D. The CDSS will not, under any circumstances, identify any person, household, or family, nor contact any individuals from any of the data files for any purpose other than those enumerated and described in the Purpose and Scope of Work of this MOU.

E. The CDSS will designate a contact person to act in a liaison capacity throughout the term of this MOU. CDSS will immediately notify Los Angeles County Chief Executive Office in writing of a contact person change. The contact person shall be:

Webb Hester
California Department of Social Services
744 P Street, MS 20-56
Sacramento, CA 95814
Phone: (916) 928-2551
whester@dss.ca.gov

F. The CDSS security and confidentiality contact shall be responsible for oversight of the data provided by the County. The CDSS will immediately notify Los Angeles County Executive Office in writing of a contact person change. The contact person shall be:

Rafael Rodriguez, Acting Information Security Officer
California Department of Social Services
Information Security and Management Systems Branch
744 P Street, MS 8-17-33
Sacramento, CA 95814
(916) 323-3444

G. On an as needed basis, CDSS will exchange a list of identifying information and relevant data fields to facilitate linking between the Los Angeles County sections and the CDSS sections that are involved in the use and transmission of the data.

IV. LOS ANGELES COUNTY CHIEF EXECUTIVE OFFICE RESPONSIBILITIES

A. Los Angeles County Chief Executive Office will use the CDSS confidential data for the requested years, provided under the terms of this MOU only for the purposes specified above. These data are not to be used for personal gain or profit.

B. Los Angeles County Chief Executive Office will provide Dennis Culhane of the University of Pennsylvania a dataset containing linked CDSS CWS/CMS data with service utilization data from County departments and EDD Base Wage information. This dataset will be de-identified before it is transmitted to Dr. Culhane. All unique identifiers will be deleted from the dataset before it is transmitted to Dr. Culhane.

C. Any publications resulting from or related to the use of this data must appropriately acknowledge CDSS as the original source of the data.

D. Los Angeles County Chief Executive will include a disclaimer that credits the respective agency authors for any analysis, interpretations, or conclusions reached. A suggested wording is:

"The findings reported herein were performed with the permission of the CDSS. The opinions and conclusions expressed herein are solely those of the authors and should not be considered as representing the policy of the collaborating agency or any agency of the California government."

E. Los Angeles County Chief Executive Office will assure that technical descriptions of the data are consistent with those provided by CDSS.

F. Los Angeles County will provide CDSS with a pre-publication draft of any reports no later than 30 calendar days before publication. CDSS shall respond within 14 working days to the pre-publication draft thereby allowing both CDSS and LA County the opportunity for resolution of any of any possible issues. Should CDSS disagree with any part of the report, a disclaimer stating CDSS's disagreement must be included in the final published report, preferably located in the Executive Summary.

G. Los Angeles County Chief Executive Office will not, under any circumstances, identify any person, household, or family, nor contact any individuals from any of the data files.

H. Los Angeles County Chief Executive Office will designate a contact person to be responsible for oversight and supervision of the security and confidentiality of the data, and to act in a liaison capacity throughout the term of this MOU. Los Angeles County will immediately notify CDSS in writing of a contact person change. The contact person shall be:

Manuel H. Moreno, Ph.D, Research Director
Service Integration Office
Chief Executive Office
County of Los Angeles
222 South Hill Street
Los Angeles, CA 90012
Phone: (213) 974-5849
Fax: (213) 620-7131
mmoreno@ceo.lacounty.gov

I. On an as needed basis, the Los Angeles County Chief Executive Office will exchange a list of identifying information and relevant data fields to facilitate linking between the Los Angeles County sections and the CDSS sections that are involved in the use and transmission of the data.

J. Data received from CDSS (CWS/CMS and EDD base wage data) will be copied onto disk space of authorized secure workstations. The confidential data will be protected by IT file permissions and readable only by authorized project co-leads. Should the project end, or if there are any confidentiality issues, all confidential data shall be destroyed and only the de-identified file shall be retained.

K. Los Angeles County Chief Executive Office shall immediately notify CDSS's Information Security Officer of any known or suspected information security incidents (intentional or unintentional) that cause or potentially cause loss, damage, destruction, or unauthorized disclosure of CDSS information assets upon discovery.

L. Los Angeles County Chief Executive Office shall store information in a place physically secure from access by unauthorized persons. Information in electronic format shall be stored and processed in such a way that unauthorized cannot retrieve the information by means of computer, remote terminal, or any other means.

M. Los Angeles County Chief Executive Office shall instruct all employees, agents or volunteers with access to the information provided through this agreement as to the following:

   i. The confidential nature of the information;
   ii. The requirements of Division 19 of the CDSS Manual of Policies and Procedures for the protection of confidential information provided by CDSS or held by the County in its administration of social services;
   iii. The Confidentiality and Security Requirements of the EDD and CDSS Interagency Agreement 09-2006, Exhibit E, Attachment 1 for EDD data (Attachment 1); and
   iv. The Confidentiality and Security Requirements Memorandum for Vendors (Attachment 2).

N. The Los Angeles County Chief Executive Office shall comply with all confidentiality and security provisions of the EDD/CDSS Interagency Agreement 09-2006, Exhibit E (attached).

V. UNIVERSITY RESPONSIBILITIES

A. Any publications resulting from or related to the use of this data must appropriately acknowledge CDSS and the CEO as the original source of the data.

B. The University will include a disclaimer in research reports or articles stemming from this project that credits the respective agency authors for any analysis, interpretations, or conclusions reached. A suggested wording is:

"The findings reported herein were performed with the permission of the CDSS. The opinions and conclusions expressed herein are solely those of the authors and should not be considered as representing the policy of the collaborating agency or any agency of the California government."

C. The University will provide CDSS and LA County with a pre-publication draft of any reports no later than 30 calendar days before publication. CDSS and LA County shall respond within 14 working days to the pre-publication draft thereby allowing both agencies the opportunity for resolution of any possible issues. Should CDSS or LA County disagree with any part of the report, a disclaimer stating their disagreement must be included in the final published report, preferably located in the Executive Summary.

D. The University will not, under any circumstances, identify any person, household, or family, nor contact any individuals from any of the data files for any purpose.

E. The University will designate a contact person to be responsible for oversight and supervision of the security and confidentiality of the data, and to act in a liaison capacity throughout the term of this MOU. The University will immediately notify CDSS and Los Angeles County in writing of a contact person change. The contact person shall be:

Dennis Culhane
3701 Locust Walk
University of Pennsylvania
Philadelphia, PA 19104
culhane@mail.med.upenn.edu

F. In addition to the confidentiality requirements described on page 6, Confidentiality Policies, the University agrees that it shall comply with any written notifications by CEO or CDSS based upon changes in law or interpretations of law pertaining to the use of confidential and sensitive information, including de-identified data. Should the CEO or CDSS notification be dissimilar on the same subject matter, the CDSS notification shall take precedence.

VI. TERM OF AGREEMENT

The term of this MOU is: August 1, 2010, to December 31, 2011.

VII. GENERAL PROVISIONS

A. This MOU may be amended at any time by written mutual consent of all parties, as permitted by law.

B. Termination without cause: This MOU may be terminated by any party without cause upon 30 days written notice.

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

D. Dispute Resolution Process between CEO and CDSS: If a dispute arises between Party 1 and Party 2, Party 1 must seek resolution using the process outlined below:

Party 1 should first informally discuss the problem with the Party 2 program contract manager. If the problem cannot be resolved informally, Party 1 must direct the grievance, in writing, to the Party 2 program Branch Chief. The Branch Chief must make a decision within ten (10) working days after receipt of the written grievance from Party 1. Should Party 1 disagree with the Branch Chief, Party 1 may appeal to the appropriate Party 2 Deputy Director.

E. Dispute between Information Providers (CEO or CDSS) and the University:

All parties shall act in good faith to mutually resolve disputes. If a situation arises that causes hardship or difficulty in conducting the research as a result of the action of the Information Providers, Dr. Culhane on behalf of the University shall first informally discuss the circumstances of the hardship of difficulty with the program managers of CDSS and the County via telephone conference. If the dispute cannot be resolved informally, Dr. Culhane must present the matter in writing to the County and CDSS program Branch Chief. The County or CDSS shall respond within ten working days as to a reasonable solution, as allowed by law. Dr. Culhane may appeal the decision to the appropriate Deputy Director of CDSS and County in writing. Within ten days of receipt of the writing, the Deputy Director of the County or CDSS shall respond in writing. Neither the County nor CDSS has the authority to bind the other in an agreement to resolve a dispute.

F. This MOU is not effective until signed by all three parties.

COUNTY OF LOS ANGELES

By: _____
WILLIAM T FUJIOKA
CHIEF EXECUTIVE OFFICER

Date: _____

CDSS

By: _____
DEBORAH PEARCE, CHIEF
CONTRACTS BUREAU

Date: _____

UNIVERSITY OF PENNSYLVANIA

By: _____
DENNIS CULHANE, PhD, as Professor of Social Policy
for the University of Pennsylvania

Date: _____

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

ATTACHMENT 1

EDD Contract No. M075512
Customer Code No. E00096

AGREEMENT NUMBER
09-2006

REGISTRATION NUMBER
eP1035502

1. 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
Employment Development Department

2. The term of this Agreement is: 7/1/2009 through 6/30/2012

3. The maximum amount of this Agreement is: $36,000.00 Thirty-Six Thousand Dollars and 00/100

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	4 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit C* – General Terms and Conditions	GIA101
Check mark one item below as Exhibit D:	
[X] Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	2 pages
[ ] Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	3 pages
Exhibit E – Attachment 1	6 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.)*
Employment Development Department

BY *(Authorized Signature)* [signature]
DATE SIGNED *(Do not type)* 8/20/09

PRINTED NAME AND TITLE OF PERSON SIGNING
Jeannine Fenton, Chief, Office of Procurement Contracting & Administration

ADDRESS
800 Capitol Mall
Sacramento, CA 95814

STATE OF CALIFORNIA

AGENCY NAME
California Department of Social Services

BY *(Authorized Signature)* [signature]
DATE SIGNED *(Do not type)* 9-11-09

PRINTED NAME AND TITLE OF PERSON SIGNING
Carleen Kistler, Chief, Contracts and Financial Analysis Bureau

ADDRESS
744 P Street, M.S. 8-14-747, Sacramento, CA 95814

California Department of General Services Use Only

APPROVED
OCT - 1 2009
DEPT OF GENERAL SERVICES

[signature]

[ ] Exempt per:

EXHIBIT A
(Interagency Agreement)

This Agreement is entered into by and between the Employment Development Department (EDD) and the California Department of Social Services (CDSS), alternately referred to as the Requester. It sets forth the terms and conditions for the release and use of EDD's confidential information.

SCOPE OF WORK

A. Purpose

This Agreement is established for the purpose of EDD producing and providing the Requester with wage, claim, and employer address data as specified herein. The Requester agrees to use the confidential information provided by EDD under this Agreement to link the individual EDD wage records of current and former CDSS administered program recipients with employer information. Linking this information will assist in understanding the labor market supply and demand relationships for the populations served by the CDSS programs.

B. Legal Authority

EDD shall make this information available to the Requester and the Requester shall use the specified data furnished by EDD for the purposes authorized in this Agreement pursuant to Section 322 of the CUIC, Sections 10850 (a-f), 10851, 15204.6, 11520-11521.7, 18230-18235 of the Welfare and Institutions Code, and Sections 403 (a) (4) and 411 (1) (A) [42 U.S.C. 611] of the Social Security Act.

Specifications

C. Methodology

1. The Requestor creates tape files of Social Security Numbers (SSNs) at the Department of Technology Services (DTS), which makes them available to EDD for those individuals who match the product requested.
2. EDD matches the SSNs submitted by the Requester via DTS data files.
   a. On matching records EDD produces the abstract reports authorized under this agreement as electronic data files housed at DTS.
   b. EDD does not process unreadable SSNs.
3. On a quarterly basis EDD invoices the Requester for all SSN transactions.

D. Responsibilities

1. EDD Agrees to:
   a. Provide an initial supply of the tape transmittal (ABS990) request forms to the Requester.
   b. Use the SSNs provided by the Requester via electronic link to the DTS under this assigned code to search EDD files. On positive matches EDD will provide and provide the following EDD Abstract reports:
      (1) Wage and Claim Abstract (DE 507)
      (2) Employer Address (DE 4989)

EXHIBIT A
(Interagency Agreement)

(3) Client Address

(4) Unemployment Insurance (UI) Claim History (Up to 2 years old)

(5) UI Claim History (2 to 4 years old)

(6) UI Claim History (over 4 years old)

(7) Disability Insurance (DI) Claim History (Up to 2 years old)

(8) DI Claim History (2 to 4 years old)

(9) DI Claim History (over 4 years old)

(10)Archive Wage Abstract Report (over 7 quarters old)

c. Create ABS data reports on tape(s) at the DTS for access by CDSS staff person responsible for the security, confidentiality, and dissemination of EDD's confidential information to other Requester staff:

Name and Title:	Todd Snell, Research Program Specialist
Agency Name:	CDSS
Mailing Address:	744 P Street, M.S. 8-10-100, Sacramento, CA 95814
Telephone Number:	(916) 653-1168

2. The Requester agrees to:

a. Request only the EDD information specifically authorized under this Agreement.

b. Use the specified ABS reports only for the purposes stated in the Agreement.

c. Request the abstract(s) authorized in this Agreement, utilizing the EDD Customer Code, on an as needed basis. Mail or Fax the request on form ABS990 to EDD specifications to:

State Of California
Employment Development Department
800 Capitol Mall, Room 1226
Sacramento, CA 95814
Attn: ABS Desk, MIC 58-2
Fax Number: (916) 654-0648

d. Comply with the Unemployment Insurance Code on any matters pertaining to the access, use, and/or release of data under this agreement. Failure to comply with this provision shall be deemed a breach of this agreement and shall be grounds for cancellation of this agreement.

e. Use the information provided by EDD only as specifically authorized under this agreement. The Unemployment Insurance Code section 1095(t) prohibits a private collection agency from using any EDD information requester obtains under this Contract. Therefore, nothing in this Contract shall be construed to authorize or permit a private collection agency to use EDD information for any purpose. Violation of this paragraph will be a basis for terminating the Contract.

f. Dispose of EDD's confidential information using an approved method of confidential destruction.

EXHIBIT A
(Interagency Agreement)

h. Cooperate with EDD's authority to monitor this Agreement in accordance with Exhibit E, Section IV(e).

i. Create and provide to EDD, on an as-needed basis, a file of SSNs of individuals who are current or former recipients of CDSS administered programs to obtain wage claim, UI and/or DI claim monthly payment data.

j. Use the Employer Account Number to link the individual EDD wage records of current and former CDSS administered program recipients with employer information. Linking this information will assist in understanding the labor market supply and demand relationships for the populations served by the CDSS programs.

k. The office contact information for EDD is:

Employment Development Department
Data Processing Division
800 Capitol Mall
Sacramento, CA 95814
Attention: Abstract Technical - MIC 58-2

l. Request the abstract(s) authorized in this Agreement using magnetic tape (cartridge) and/or electronic transmission, on an as-needed basis, during the period specified herein.

m. Return any EDD tape(s) to EDD within forty-five (45) days from the transmittal date to the address on the transmittal.

n. Comply with the following constraints prior to the re-disclosure of the EDD data to its authorized agents [Department of Health and Human Services (DHHS), California Counties, CDSS Contractors, and/or California County Contractors]:

1. CDSS shall notify the EDD Contract Monitor of the names, addresses, and telephone numbers of all authorized agents (DHHS, California Counties, CDSS Contractors, and/or California County Contractors) prior to the re-disclosure of the EDD data. Additionally, CDSS shall provide the EDD Contract Monitor with these entities' established legal right and "need-to-know," and, upon written request, CDSS shall provide a copy of the executed agreement between CDSS and the authorized agents (DHHS, California Counties, CDSS Contractors, and/or California County Contractors).

2. All contracts established between CDSS and its authorized agents (DHHS, California Counties, CDSS Contractors, and/or California County Contractors) shall include all confidentiality language specified in this Agreement. CDSS authorized agents (DHHS, California Counties, CDSS Contractors, and/or California County Contractors) shall be provided with a copy of this agreement.

EXHIBIT A
(Interagency Agreement)

3. CDSS and its authorized agents (DHHS, California Counties, CDSS Contractors, and/or California County Contractors) shall only use the EDD data for the purpose of conducting evaluations, monitoring, and research of the CalWORKS program and its effect on other government administered human services programs.

E. The project representatives during the term of this agreement will be:

CDSS
Todd Snell
(916) 653-1168
todd.snell@dss.ca.gov

EDD
Ronnie Mitchell
(916) 654-8263
ronnie.Mitchell@edd.ca.gov

EXHIBIT B
(Interagency Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. The maximum amount payable under this agreement shall not exceed $36,000.00. Shown below are the amounts that cannot be exceeded for each fiscal year(s):

   2009/10 $12,000.00
   2010/11 $12,000.00
   2011/12 $12,000.00

2. For services satisfactorily rendered and upon receipt and approval of the invoice(s), the California Department of Social Services agrees to reimburse the Employment Development Department for said services in accordance with the following rates specified herein:

   a. **Requested Product Rate Structure**

   The rate structure consists of:

   - A $15.00 dollar set-up charge for each tape submitted; and
   - A $5.00 dollar charge per quarter for archive wage material, searched; and
   - The following chart will apply for the tape Abstract Process:

If the cumulative number of requested products per quarter is:	Then the cost for Current Data per requested products shall be:	Then the cost for Archive Data per requested products shall be:	
		UI / DI	Wage
1 - 250	$.50101	$1.00202	$1.00202
251 - 2,000	.12621	.25242	.25242
2,001 - 10,000	.02163	.04326	.04326
10,001 - 250,000	.00510	.0102	.0102
250,001 - 1 Million	.00146	.00146	.00146
More than 1 Million	.00121	.00121	.00021

   b. The Requester shall be charged for the total number of products requested. Each SSN submitted may generate 1 to 10 products, depending on the types of ABS reports requested. The CDSS shall be charged for the total number of products requested.

EXHIBIT B
(Interagency Agreement)

c. The maximum amount of this contract has been computed, based on an estimated 235,950 number of SSNs per quarter, as follows:

EDD ABSTRACT	FORMULA	COST
Current Wage & Claim Data (DE 507)	(1 product) 235,950 x .00121 x 4Q x 3 yrs=	$3,426.00
Employer Address Data (DE 4989)	(1 product) 235,950 x .00121 x 4Q x 3 yrs=	$3,426.00
Client Address	(1 product) 235,950 x .00121 x 4Q x 3 yrs=	$3,426.00
Current DI Claim History	(1 product) 235,950 x .00121 x 4Q x 3 yrs=	$3,426.00
Current UI Claim History	(1 product) 235,950 x .00121 x 4Q x 3 yrs=	$3,426.00
Archive DI Claim History (2-4 years)	(1 product) 235,950 x .00121 x 4Q x 3 yrs=	$3,426.00
Archive UI Claim History (2-4 years)	(1 product) 235,950 x .00121 x 4Q x 3 yrs=	$3,426.00
Archive DI Claim History (4+ years)	(1 product) 235,950 x .00121 x 4Q x 3 yrs=	$3,426.00
Archive UI Claim History (4+ years)	(1 product) 235,950 x .00121 x 4Q x 3 yrs=	$3,426.00
Archive Wages (up to 40 Quarters)	(1 product) 235,950 x .00121 x 4Q x 3 yrs=	$3,426.00
Archive Wage Search Fee	$5.00 x 12 quarters	$60.00
Set up Fee (tape/cartridge)	$15.00 x 3 x 4Q	$180.00
Administrative Fees	$125.00 per quarter will be charged	$1,500.00
Total for 3-year contract		$36,000.00

*SPECIAL NOTE: For Archive searches the cost per item may double the amount shown.

d. Administrative Costs for Contracting

The administrative costs for contracting include the costs for development, processing, and maintenance of a contract.

3. Invoices shall include the CDSS Agreement Number 09-2006 and Index Code 6670, and shall be submitted in triplicate not more frequently than quarterly in arrears to:

California Department of Social Services
Estimates and Research Services Branch
744 P Street, MS 8-10-100
Sacramento, CA 95814
Attn: Paul Smilanick

Any invoices submitted without the above referenced information may be returned to the Contractor for further re-processing.

EXHIBIT B
(Interagency Agreement)

4. The Requester payment must reference the EDD Contract Number and EDD customer code, and be submitted to:

Employment Development Department
Accounting Section, MIC 70
P.O. Box 826217
Sacramento, CA 94230-6217

B. State Budget Contingency Clause

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CDSS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDSS shall have the option to either cancel this Agreement with no liability occurring to CDSS, or offer an agreement amendment to Contractor to reflect the reduced amount.

C. For Contracts With Federal Funds

1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

2. This Agreement is valid and enforceable only if sufficient funds are made available to the CDSS by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.

3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

4. The CDSS has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

D. Reviews

Each party reserves the right to review service levels and billing procedures as these impact charges against this Agreement.

E. Final Billing

Invoices for services must be received by CDSS within 90 days following each state fiscal year, or 90 days following the end of the contract term, whichever comes first. The final invoice must include the statement "Final Billing.

ATTACHMENT 1

EXHIBIT D
(Interagency Agreement)

SPECIAL TERMS AND CONDITIONS

A. Termination without Cause

This Agreement may be terminated without cause by either party upon 30 days written notice to the other party.

B. 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 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 is 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).

C. Certification Regarding Lobbying

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds.

1. For Agreements with Contractors who are State entities not under the authority of the Governor, or cities, private firms or agencies which are receiving in excess of $100,000 in federal funds from CDSS to perform services. By signing this Agreement, the Contractor certifies that to the best of his or her knowledge and belief, that:

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Grant or agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

   c. The Contractor shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

2. Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U. S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of no less than $10,000 and not more than $100,000 for each such failure.

EXHIBIT D
(Interagency Agreement)

D. A-133 Audit

For any contract with a state or local agency, non-profit agency, or an institution of higher education containing at least $500,000 of federal funds, the Contractor agrees to obtain an agency-wide, independent audit in accordance with the Federal Office of Management and Budget (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 the CDSS Project Representative identified in Exhibit A, Scope of Work.

E. Indirect Costs/Administrative Overhead

For agreements with other governmental entities and public universities, indirect costs are expenses incurred for administrative services such as, but not limited to, accounting; personnel and payroll administration; accounts payable services; general and specialized insurance coverage; compliance and regulatory monitoring; independent audit services; and legal services. Indirect costs are applied to personnel, operating expenses, supplies, equipment, and travel expenses. Per State Contracting Manual, Section 3.06.B, agencies shall assure that all administrative fees are reasonable considering the services being provided. Agencies may only pay overhead charges on the first $25,000 of each subcontract. Any subcontractor receiving $25,000 or more must be clearly identified in the budget display and excluded when the total indirect costs are calculated.

EXHIBIT E
(Interagency Agreement)

ADDITIONAL PROVISIONS

PROTECTION OF CONFIDENTIALITY

Information maintained by EDD is classified confidential or sensitive. Confidential information is information that identifies an individual or an employing unit. Sensitive information may be financial or operational information that requires the maintenance of its integrity and assurance of its accuracy and completeness. Confidential and sensitive information are not open to the public and require special precautions to protect it from loss and unauthorized use, disclosure, modification, or destruction. The confidential information obtained under this Agreement remains the property of EDD. The Requester, agrees to the following security and confidentiality requirements:

I. ADMINISTRATIVE SAFEGUARDS

a. Adopt policies and procedures so that information obtained from EDD is used solely as provided for in this Agreement.

b. Warrant by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, EDD shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability.

c. Warrant and certify that in the performance of this Agreement the Requester will comply with all applicable statutes, rules, and/or regulations. Agree to indemnify the EDD against any loss, cost, damage or liability resulting from Requester violations of this provision. Including but not limited to confidentiality requirements outlined in the California Unemployment Insurance Code, §1094 and the California Civil Code §1798 et. seq.

d. Protect EDD's information against unauthorized access, at all times, in all forms of media. The information obtained under this Agreement will be used exclusively under provisions set forth in this Agreement and provided by the California Unemployment Insurance Code.

e. Keep all EDD confidential information completely confidential. Make this information available to authorized staff on a "need-to-know" basis and only for the purposes authorized under this Agreement. "Need to know" refers to those authorized employees who need information to perform their official duties in connection with the uses of the information authorized by this Agreement.

f. Notify the EDD immediately upon discovery that there was a breach in security which has resulted in compromise to the confidential information. For purposes of this section, immediately is defined within 24 hours of discovery. The Notification must describe the incident in detail and identify responsible staff (name, title and contact information).

g. Assign security and confidentiality responsibilities for EDD's information to the person (s) named below and in Exhibit A of this Agreement. Promptly notify EDD in writing of any designee changes.

AGENCY	EMPLOYEE NAME	CONTACT INFORMATION
CDSS	Todd Snell	744 P Street, M.S. 8-90 Sacramento, CA 95814 (916) 653-1168

EXHIBIT E
(Interagency Agreement)

II. USAGE, DUPLICATION, AND REDISCLOSURE SAFEGUARDS

a. Use the confidential information only for purposes specifically authorized under this Agreement. Pursuant to California Unemployment Insurance Code §1094(b), use of EDD's confidential information as evidence in any legal court proceeding, for taxation, or enforcement purposes is prohibited. Pursuant to California Unemployment Insurance Code, §1095(t), use of EDD's confidential information by private collection agencies is strictly prohibited.

b. Use and/or extraction of the EDD information for any purpose outside the purposes stated in this Agreement is strictly prohibited. The information obtained under this Agreement shall not be reproduced, published, sold or released in original or any other form, except as allowed in this contract. Making paper or electronic copies of the information provided by EDD for use within or outside the Requester's office is strictly prohibited.

c. Disclosures of any individually identifiable EDD information to any person outside the Requester's own staff is strictly prohibited. Except as authorized or required by law, regulation or regulatory authority, the Requester shall not reveal or divulge to any person or entity any of the confidential information provided by EDD during the term of this Agreement.

III. PHYSICAL SAFEGUARDS

a. Store EDD information in a place physically secure from access by unauthorized persons. Information in electronic format, such as magnetic tapes or discs, shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal or other means.

b. Secure and maintain any computer systems (hardware and software applications) that will be used in the performance of this Agreement. This includes ensuring that all security patches, upgrades, and anti-virus updates are applied as appropriate to secure data that may used, transmitted or stored on such systems in the performance of this Agreement.

c. Avoid saving EDD's data to a computer hard drive or any other shared information system. If the data is saved to a local server it should be encrypted, and must be stored in a separate directory from other data maintained by the requester. Access to this directory must be restricted to staff authorized to access the EDD data. If recorded on magnetic media with other data, it should be protected and secured as if it were in its entirety EDD data. However, such commingling of data resources should be avoided, if practicable. At no time will EDD confidential data be placed on an individual PC or Laptop.

d. Maintain a record of all authorized users and authorization level of access granted to EDD's data, based on job function.

e. Direct all personnel permitted to use EDD's data to avoid leaving the data displayed on their computer screens where unauthorized users may view it. Users should retrieve computer printouts as soon as they are generated so that the EDD data is not left unattended in printers where unauthorized users may access them.

EXHIBIT E
(Interagency Agreement)

f. Destroy all individually identifiable EDD information when its use ends utilizing an approved method of confidential destruction, which includes electronic deletion (following Department of Defense specifications), shredding, burning, or certified or witnessed destruction.

IV. MANAGEMENT SAFEGUARDS

a. Instruct all employees with access to the information furnished by EDD regarding the:
   - Confidential nature of the information, and of
   - Sanctions against unauthorized use or disclosures found in the California Penal Code, §502, California Unemployment Insurance Code, §1094 and §2111, and the California Civil Code, §1798.53.

b. Provide copies of the signed Confidentiality and Indemnity Agreements to the EDD-Information Security Office prior to receipt of any data. Provide the Confidentiality and Indemnity Agreements of all existing staff, and for all new personnel assigned to work with the information provided by EDD during the term of this Agreement.

c. Make copies of the completed forms available to EDD staff on request and during on-site reviews. The completed Confidentiality and Indemnity Agreements are hereby made a part of this Agreement.

d. Permit EDD to make on-site inspections to ensure that the terms of this Agreement are being met. EDD will not have access to proprietary-sensitive information.

V. Confidentiality Requirements

Contractor and its employees agree to comply with CDSS Confidentiality and Security Requirements as described in Exhibit E–Attachment 1.

California Department of Social Services (CDSS)
Confidentiality and Security Requirements for
CALIFORNIA STATE AGENCIES
Interagency Agreements/Memoranda of Understanding

I. GENERAL REQUIREMENTS

1. These requirements provide a framework for maintaining the confidentiality and security of confidential data the State agency gathers or processes in the course of carrying out the terms of this agreement with CDSS. Definitions of commonly used terms are provided. For purposes of this agreement only, confidential and/or personal data are referred to as *confidential data*.

2. No exceptions from these policies shall be permitted without the explicit, prior, written approval of authorized CDSS staff. All confidentiality and security requirements, as stated in this agreement, shall be enforced and continue throughout the term of the agreement. Data protection and security plans may be required prior to receipt of confidential data.

3. In addition, the State agency will be expected to demonstrate that it has taken specific steps to ensure the data is kept secure and confidential as evidenced by, at minimum, the following:

II. PRIVACY, SECURITY, AND CONFIDENTIALITY

1. All confidential data made available in order to carry out this Agreement, will be protected from unauthorized use and disclosure through the observance of the same or more effective means as that required by the State Administrative Manual, sections 5300 et seq., Civil Code 1798 et seq., Welfare and Institutions Code 10850, and other applicable federal and/or State laws governing individual privacy rights and data security. Upon request, CDSS reserves the right to review, and then accept security and privacy procedures that are relevant to its data.

2. The State agency is responsible for the security of the confidential data and compliance with the terms of this agreement by its employees, contractors, or sub-contractors.

III. ACCEPTABLE USE AND DISCLOURSE

1. The State agency shall not use or further disclose confidential data other than as permitted or required by this agreement.

2. The State agency shall refer any persons not included under this agreement with CDSS, to CDSS to request access to the confidential data.

3. The State agency agrees that the information obtained will be kept in the strictest confidence and shall make information available to its own employees only on a "need to know" basis. Need to know is based on those authorized employees who need information to perform their official duties in connection with the uses of the information authorized by this agreement.

IV. INFORMATION SECURITY INCIDENTS

1. Notification: The State agency shall notify the CDSS or its designated agent of any actual or attempted information security incidents, as defined below, within 24 hours of initial detection. Information security incidents shall be reported by telephone to:

   Cynthia Fair
   Information Security Officer
   California Department of Social Services
   744 P Street, M.S. 8-3-171
   Sacramento, CA 95814
   (916) 651-9923

2. Cooperation: The State agency shall cooperate in any investigations of information security incidents.

3. Isolation: The system or device affected by an information security incident, and containing CDSS confidential data, shall be removed from operation immediately to the extent necessary to prevent further harm or unauthorized disclosures. It shall remain removed from operation until correction and mitigation measures have been applied. CDSS must be contacted prior to placing the system or device, containing CDSS confidential data, back in operation. The affected system or device, containing CDSS confidential data, shall not be returned to operation until CDSS gives its approval.

V. ENCRYPTION AND TRANSMISSION

1. The State agency shall ensure the confidentiality of CDSS data transmission.

2. The State agency shall ensure that all electronic file media used in data exchanges are either:

   2.1 Transferred by secure file transfer protocol; or

   2.2 Encrypted or protected with equally strong measures if placed on any personal computer (either desktop or laptop), or on any removable storage media of any kind, pursuant to Budget Letter 05-32.

3. Transmission of CDSS confidential data by fax shall not be used unless no other method of transmission is feasible and with the following pre-cautions:

   3.1 Faxes containing CDSS confidential data shall not be left unattended.

   3.2 Fax machines shall be in secure areas.

   3.3 Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them.

   3.4 Fax numbers shall be verified with the intended recipient before sending

VI. NETWORK SECURITY

1. CDSS confidential data shall be secured against logical or physical access on any computing device, on any storage media, or in transit.

2. Maintaining a firewall separating any network attached computing device containing the data from any network not controlled by the contractor.

3. Using password based authentication and other security safeguards and precautions to restrict logical and physical access to the data to authorized users only.

4. Maintaining a log of all accesses to the data.

5. Restricting removal of the data from the work location.

6. Applying all vendor supplied security patches and updates to all computing devices containing or having access to the data.

7. Configuring all computing devices containing or having access to the data in a secure manner including:

7.1 Requiring the authentication or re-authentication after an established period of inactivity.

7.2 Not allowing remote access to CDSS confidential data or the server that stores it unless:

7.3 The remote computer is physically secure and located in manner to ensure the privacy of the data displayed or stored on it.

7.4 Communication to the server must be on a physically secured dedicated line, through a remote control solution using SSL encryption, or through a strongly encrypted VPN with firewalls that do not permit split tunneling, not on a public network..

7.5 The computer accessing CDSS data must be owned and controlled by the contractor and must not be configured in a less secure manner than the contractor's internal computers.

VII. RETURN OR DESTRUCTION OF DATA

1. Return or Destruction: Confidential data used, compiled, processed, stored or derived by the State agency in the performance of this agreement shall be destroyed or returned by the agency. All such data shall either be returned to CDSS in an agreed-upon format within 30 days of termination of this contract or be destroyed, unless this agreement expressly authorizes the State agency to retain specified confidential data after the termination of this agreement. If the data is returned to CDSS, the State agency shall provide CDSS with the media and an inventory of the data and files returned.

2. For purposes of this subsection, "derived" confidential data shall refer to a data set, containing confidential data, that is derived from another data set by (a) elimination of fields from the original data set, (b) addition of fields to the original data set, (c) manipulation of the structure of the original data set or a derivative data set, or (d) renaming an original data set.

3. Methods of Destruction: The State agency shall destroy all confidential data not returned when the use authorized ends in accordance with approved methods of confidential destruction (via shredding, burning, certified or witnessed destruction, or degaussing of magnetic media). All computer sets containing individual identifiers shall be destroyed. The agency shall use wipe software on all the hard drive surfaces of computers used to process or store CDSS confidential data when the computer is withdrawn from use in processing or storing such data. This includes back-up media. Destruction shall occur before the effective date of termination of this contract and a letter of confirmation shall be provided to CDSS detailing when, how, and what CDSS data was destroyed. This certification letter is required whether destruction services are contracted or the agency performs the destruction.

confidentiality of the information.

AGREEMENT NUMBER:_____

*NAME OF STATE AGENCY*_____

**Signature of Authorized State Official*	
Title:	*Date:*
Phone: *Fax:*	*E-Mail Address:*
**Title: Information Security Officer Signature*	*Date:*
Phone: *Fax:*	*E-Mail Address:*

** Signatures are required by the Information Security Officer and Authorized State Official. This may include the Agency Chief Information Officer, System Administrator, or other individual responsible for ensuring compliance with the confidentiality and security requirements.*

IX. DEFINITIONS

For the purposes of these requirements, the stated terms are defined as noted:

State Agency: For purposes of this agreement, the terms State agency, agency, or contractor, refers to the California State agency with which CDSS enters into this agreement.

Confidential Data: Information, the disclosure of which is restricted or prohibited by any provision of law. Some examples of "confidential information" include, but are not limited to, public social services client information described in California Welfare and Institutions Code section 10850, and "personal information" about individuals as defined in California Civil Code section 1798.3 of the Information Practices Act (IPA) if the disclosure of the "personal information" is not otherwise allowed by the IPA. Confidential data includes personal identifiers. For purposes of this agreement only, confidential and/or personal data are referred to as *confidential data*

Confidential Identifiers: Are specific personal identifiers such as name, social security number, address and date of birth.

De-Identification: Removal of personal identifiers. Examples of personal identifiers include name, social security numbers, driver's license numbers, and account numbers with access codes. Personal information does not include publicly available information that is lawfully made available to the general public. (See definitions for confidential data and confidential/ personal identifiers.)

Information Assets: Information assets include anything used to process or store information, including (but not limited to) records, files, networks, and databases; Information technology facilities, equipment (including personal computer systems), and software (owned or leased).

Information Security Incidents: Information Security incidents include, but are not limited to, the following; any event (intentional or unintentional) that causes the loss, damage to, destruction, or unauthorized disclosure of CDSS information assets.

Risk: The likelihood or probability that a loss of information assets or breach of security will occur.

Signature of Authorized State Official: Authorized signature shall be determined by the state agency. It is recommended that the agency ISO or individual responsible for oversight of the security requirements in the agreement, review and sign the compliance statement.

California Department of Social Services (CDSS) Confidentiality and Security Requirements for

Vendors

Contracts/Memoranda of Understanding (MOU)/Agreements

I. GENERAL REQUIREMENTS

These requirements provide a framework for maintaining the confidentiality and security of Confidential Data compiled for the CDSS. Definitions of commonly used terms relating to confidentiality and security of data are provided.

In addition to any other contract provisions, contractors shall be responsible for maintaining the confidentiality and security of CDSS confidential and sensitive data. No exceptions from these policies shall be permitted without the explicit, prior, written approval of CDSS. All information security requirements, as stated in this attachment, shall be enforced and implemented immediately upon effective date of this Agreement, and continue throughout the term of the Agreement.

II. DEFINITIONS

For the purposes of these requirements, the stated terms are defined as noted:

Audit Trail: Systems information identifying source/location of access, date and time, user-identification, targeted service and activity performed. The audit trail shall identify all accesses to the source file, success or failure of the access, the completion status of the access (e.g., failed or successful authentication, or user terminated) and the record and field modified.

Confidential Data: Information, the disclosure of which is restricted or prohibited by any provision of law. Some examples of "confidential information" include, but are not limited to, public social services client information described in California Welfare and Institutions Code section 10850, and "personal information" about individuals as defined in California Civil Code section 1798.3 of the Information Practices Act (IPA) if the disclosure of the "personal information" is not otherwise allowed by the IPA. Confidential data include personal identifiers.

De-Identification: Removal of personal identifiers. Personal information does not include publicly available information that is lawfully made available to the general public.

Information Assets: Information assets include anything used to process or store information, including (but not limited to) records, files, networks, and databases; information technology facilities, equipment (including personal computer systems), and software (owned or leased).

Information Security Incidents: Information Security incidents include, but are not limited to, the following; any event (intentional or unintentional) that causes the loss, damage to, destruction, or unauthorized disclosure of CDSS information assets.

Personal Identifiers: Are specific personal identifiers such as name, social security number, address, date of birth, driver's license numbers, and account numbers with access codes.

Risk: The likelihood or probability that a loss of information assets or breach of security will occur.

III. DATA SECURITY

A. Access to CDSS Data

1. Request and Re-disclosure: All contractors seeking access to confidential CDSS data files shall request access from CDSS. The contractor shall not re-disclose or re-release CDSS confidential data.

2. Referral for Request: The contractor shall refer any persons not affiliated with the contractor, nor included under this contract with CDSS, to CDSS to request access to the confidential data.

B. Data Security Requirements

1. Contractor Responsibility: The contractor and its subcontractors, if any, are responsible for security of the CDSS confidential data.

2. Protection of Data: The contractors and its subcontractor, if any, shall ensure that electronic media that contains confidential or sensitive data is protected.

3. General Requirements: The contractor and its subcontractors, if any, shall:

   a. Confirm the identity of any individual who has requested confidential or sensitive data.

   b. When there is a business need to discuss confidential CDSS information within the office, discuss the information in an enclosed room, if possible.

   c. Not allow dial-up communication or Internet access to confidential data prior to de-identification of the data. Any use of dial-up or Internet access after de-identification of the data shall include, but not be limited to the following protections; (1) auditing usage of dial-up communications and Internet access for security violations, (2) periodically changing dial-up access telephone numbers, and (3) responding to losses, misuse or improper dissemination of information. Refer to Information Security Incidents for notification required in response.

   d. Not use or store CDSS confidential data on portable or wireless devices. For purposes of this requirement, portable devices include, without limitation, notebook computers, personal digital assistants, and wireless devices including cellular phones with data storage capability.

4. Data Transmission

   a. General Requirement: The contractor shall ensure the confidentiality of CDSS data transmission.

   b. Data transferred via tape, optical media, or cartridge: Confidential data that is transferred on tapes, optical media, or cartridges shall be encrypted. The contractor shall place the transferred data in separate files with identifiers and an index on one file. On another file place the index and remaining data. These files shall be transported separately. Additionally, the tapes, optical media and cartridges shall be transferred by bonded mail service (i.e., accountable mail using restricted delivery). All packages must be double packed with a sealed envelope and a sealed outer envelope or locked box.

c. Data transferred electronically: All File Transport Protocol (FTP) accounts that transfer confidential data with personal identifiers shall be highly restricted in access by the contactor. These accounts shall maintain an audit trail. Their accounts are to be accessible to a limited number of contractor and/or subcontractor staff. No other accounts on contractor's computers may have access to this account. The contractor's and/or subcontractor are to maintain a current listing of the personnel who have access to the FTP account. All CDSS confidential data transferred from contractor machines shall be encrypted. The contractor may not transfer CDSS confidential data via FTP without the approval of CDSS.

d. Data transferred via paper copy: Paper copies of confidential data shall be mailed using a secure, bonded mail service, such as Federal Express or by registered U.S. Mail (i.e., accountable mail using restricted delivery). All packages must be double packed with a sealed envelope and a sealed outer envelope or locked box.

e. Data transferred via fax: CDSS confidential data may not be transmitted by fax. CDSS non-confidential information may be transmitted by fax, provided that the contractor confirms the recipient fax number before sending, takes precautions to ensure that the fax was appropriately received, maintains procedures to notify recipients if the contractor's fax number changes, and maintains fax machines in a secure area.

5. Physical Security

The contractor shall provide for the management and control of physical access to information assets (including personal computer systems and computer terminals) used in performance of this contract, the prevention, detection, and suppression of fires, and the prevention, detection, and minimization of water damage. The physical security measures taken shall include, but not be limited to:

a. Implementing security measures to physically protect data, systems and workstations from unauthorized access and malicious activity.

b. Logging the identity of persons having access to restricted facilities and the date and time of access.

c. Restricting the removal of CDSS confidential data from the work location.

d. Placement of devices used to access CDSS confidential data in areas not open to the public. For purposes of this requirement, "devices" shall include, but not be limited to, dumb terminals, personal computers and printers.

6. Storage

CDSS confidential data shall be stored in a place physically secure from access, use, modification, disclosure, or destruction by an unauthorized person. All media containing confidential information shall be stored in a secured area (a locked room or locked file cabinet). Keys to these locks shall be held by a limited number of contractor organization personnel. Confidential information in electronic format, such as magnetic tapes or discs, shall be stored and processed in such a way that an unauthorized person cannot retrieve the information by computer, remote terminal or other means.

7. Encryption

The contractor shall encrypt CDSS confidential data, whether for transmission or in storage, using non-proprietary, secure generally-available encryption software. Proprietary encryption algorithms shall not be acceptable. Passwords or biometrics templates used for user authentication shall be encrypted using data encryption standard, or better, one-way only encryption. Data encryption shall meet the National Institute of Standards and Technology Advanced Encryption Standard. Data encryption shall equal or exceed 128-bit key encryption. A documented security plan is required for encryption key management.

8. De-Identification of Data

a. Assignment of Unique Identifier: The contractor shall remove personal identifiers from CDSS confidential data and substitute unique identifiers, within 30 days of receipt of the CDSS confidential data.

b. No connection before de-identification: CDSS confidential data that includes personal identifiers shall not be used or stored in a device connected to the Internet or to a local area network, or dial-up communication until the personal identifiers have been removed from the data.

c. Return or destruction of confidential data upon de-identification: CDSS confidential data shall be returned to CDSS upon completion of de-identification or destroyed in accordance with this Agreement, no more than 30 days after completion of de-identification.

C. Network Security Requirements

The contractor shall provide the following electronic access measures at a minimum:

1. A notification at initial logon that unauthorized access is prohibited by law.

2. An audit trail.

3. A method for verification of the identity of an individual accessing the system, such as user identification, PIN, fingerprint, voiceprint, retinal print, or other appropriate verification method.

4. A limited access to data to those authorized employees of the contractor who have a functional requirement to use the data.

5. The revoking of access from a user after three unsuccessful access attempts.

6. A security manual or package, which shall adequately protect against loss or unauthorized (accidental or intentional) access, use, disclosure, modification, or destruction of data. All proposed changes to programs, network systems, connectivity and storage of CDSS data shall be provided to CDSS for review prior to implementation.

7. User access authentication shall be disabled (revoked) immediately upon termination of employment or after no more than 60 days of non-use.

8. User verification which is unique to each individual and not assigned to groups or job location. These measures shall include, but not necessarily be limited to, the development of passwords and access controls to protect the security of data from any individual who is not authorized to access the data.

9. An automated log-off or time-out from all networked systems that contain confidential CDSS information when the user leaves the work area for a ten-minute period of time.

D. Ownership and Destruction of Confidential Data

1. Ownership and Return or Destruction: All data used, compiled, developed, processed, stored, or created under this contract is the property of CDSS. All such data shall either be returned to CDSS in an agreed upon format within 30 days of termination of the contract or destroyed. If the data is returned, the contractor shall provide CDSS with the media and an inventory of the data and files returned.

2. Methods of Destruction: The contractor shall destroy all confidential data not returned when the use authorized ends in accordance with approved methods of confidential destruction (via shredding, burning, certified or witnessed destruction, or degaussing of magnetic media). All computer sets containing personal identifiers shall be destroyed. The contractor shall use wipe software on all the hard drive surfaces of computers used to process or store CDSS confidential data when the computer is withdrawn from use in processing or storing such data. Destruction shall occur before the effective date of termination of this contract and a letter of confirmation shall be provided to CDSS detailing when, how, and what CDSS data was destroyed.

E. Contractor Staff

1. Former Employees: The contractor shall ensure that confidential data are not accessible to former employees of the contractor.

2. Employee Authorization: The contractor shall maintain a record of the access authorization for each individual employee that has access to the confidential data. The contractor's security systems administrator designated pursuant to this Agreement shall maintain an appointment/separation checklist for each employee which documents how access authorization was modified when any employee terminates employment or changes duties.

F. Information Security Incidents

1. Notification: The contractor shall notify the CDSS or its designated agent of any actual or attempted information security incidents, as defined above, immediately upon detection. Information security incidents shall be reported by telephone to:

   Rafael Rodriguez
   Acting Information Security Officer
   Information Systems Division
   California Department of Social Services
   744 P Street, M.S. 8-4-70
   Sacramento, CA 95814
   (916) 323-3444 or
   (916) 654-0910

2. Cooperation: The contractor shall cooperate in any investigations of information security incidents.

3. Isolation of system or device: The system or device affected by an information security incident, and containing CDSS confidential data, shall be removed from operation immediately. It shall remain removed from operation until correction and mitigation measures have been applied. The affected system or device, containing CDSS confidential data, shall not be returned to operation until CDSS gives its approval.

G. Confidentiality Statements

1. Requirement: All staff of the contractor with actual or potential access to CDSS confidential data shall read and sign a Confidentiality Agreement. (See section IV.)

2. Supervisory Review: The supervisor of the employee shall review the signed Confidentiality Agreement with the employee and document this review.

3. Submission: The signed original Confidentiality Agreements shall be submitted to the CDSS Project representative. The contractor shall notify CDSS immediately of the appointment or separation of an employee who has been authorized access to CDSS confidential data.

4. Annual Notification: The contractor shall provide to CDSS, in January of each calendar year, a current list of authorized users and newly signed Confidentiality Agreements for all authorized users.

H. Security Systems Administrator Duties

1. Designation: The contractor shall designate a single person as the security systems administrator. The name of the individual so designated shall be supplied to CDSS.

2. Access Control: The security systems administrator shall have the ability to change or remove any computer access authorization of an individual having access to the system at any time.

3. Employee Verification: The contractor shall verify that the employee who performs the duties of the security systems administrator is a trusted person who has demonstrated in past jobs a capability to perform in this role. Additionally, these security clearance procedures shall ascertain if the employee who performs the duties of security systems administrator has any past criminal or employment background which would call into question their ability to perform this role successfully.

4. Vulnerability Assessments and Mitigation Validation: The security systems administrator shall assess system security vulnerabilities and validate mitigation actions performed and shall disable all applications, components, and services that are not required for performance of the contract with CDSS. This assessment shall be provided in writing to the contract administrator along with a description of corrective actions.

5. Security Patches and Upgrades: The security systems administrator shall ensure that security patches and upgrades released by the respective manufacturers of the components of the information assets used to process CDSS confidential data are promptly applied to the components. Patches and upgrades downloaded from public networks shall be applied only if digitally signed by the source and only after the security systems analyst has reviewed the integrity of the patch or upgrade.

I. Risk Analysis/Contingency Plans

1. The contractor shall carry out a risk analysis with sufficient regularity to identify and

assess vulnerabilities associated with all information assets owned, maintained, or used by the contractor that are used to process or store CDSS confidential data, and shall define a cost-effective approach to manage such risks. Specific risks that shall be addressed include, but are not limited to, those associated with accidental and deliberate acts on the part of employees and outsiders; fire, flooding, and electrical disturbances and loss of data communications capabilities. The contractor shall advise the CDSS or its designated agent of any vulnerability that may present a threat to CDSS confidential data and of the specific safeguards used for protecting CDSS confidential data. The contractor shall take the necessary steps to protect CDSS confidential data.

2. Contingency plans shall be established and implemented in order to assure that operations can be back to normal in minimum time after natural or man-made disasters, unintentional accidents, or intentional acts such as sabotage. These plans shall include, but are not limited to, the regular backup of automated files and databases, secure storage, recovery, and restarting planning procedures.

J. Rules of Aggregation

1. Requirement: "Aggregated," as used in this subsection, refers to a data output report that does not allow identification of an individual. All reports developed by the contractor shall contain CDSS confidential data only in aggregated form. Personal identifiers should be removed, geographic identifiers should be specified only in large areas, and as needed, variables should be recorded in order to protect confidentiality. No disaggregate data identifying individuals shall be released to outside parties or to the public.

2. Pre-Release Edits: The data system of the contractor shall have prerelease edits, which shall not allow the production of data cells that do not comply with the requirements of this section.

3. Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be five participants for any data table released to outside parties or to the public.

K. Security Plans

1. Submission: When required, the contractor shall submit a written security plan to CDSS prior to receipt of CDSS confidential data. The security plan shall address the methods and processes the contractor will use to meet the security and confidentially requirements of this Agreement. CDSS will not release CDSS confidential data to the contractor before CDSS approval of the contractor's security plan.

2. Maintenance/Signature: The contractor shall maintain continuous compliance with its approved security plan. The contractor shall secure prior CDSS approval for any changes to its approved security plan. CDSS may require the contractor to amend its security plan as a condition of continued receipt or use of CDSS confidential data. The security plans shall be signed by the contractor and person(s) responsible for the contractor's system administration.

IV. CONFIDENTIALITY AGREEMENT

I (please print), _____an employee of

(please print) _____ hereby acknowledge that 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, 45 Code of Federal Regulations 205.50, and 1798.24 of the Civil Code relating to research.

I (initial) _____ acknowledge that my supervisor, or the data librarian, has reviewed with me the appropriate provisions of both State and federal laws including the penalties for breaches of confidentiality.

I (initial) _____ acknowledge that my supervisor or the data librarian has reviewed with me the confidentiality and security policies of the CDSS.

I (initial) _____ acknowledge that my supervisor or the data librarian has reviewed with me the policies of confidentiality and security of our organization.

I (initial) _____ acknowledge that unauthorized use, dissemination or distribution of CDSS confidential information is a crime.

I (initial) _____ hereby agree that I will not use, disseminate or otherwise distribute confidential records or said documents or information either on paper or by electronic means other than in the performance of the specific research I am conducting.

I (initial) _____ also agree that unauthorized use, dissemination or distribution is grounds for immediate termination of my organization's Contract/Memorandum of Understanding/Agreements with the CDSS and may subject me to penalties both civil and criminal.

_____ _____

Signed Date