

July 6, 2022

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

EXECUTIVE SUMMARY

ALL COUNTY WELFARE DIRECTORS LETTER

The purpose of this All County Welfare Directors Letter (ACWDL) is to inform the County Welfare Departments (CWDs) that the California Department of Social Services (CDSS) has renewed the agreement with Equifax/TALX Corporation for The Work Number through March 31, 2025. In order to continue to participate in The Work Number under the CDSS agreement the CWDs will be required to submit a new Memorandum of Understanding by October 31, 2022.



KIM JOHNSON
DIRECTOR

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov



GAVIN NEWSOM
GOVERNOR

July 6, 2022

ALL COUNTY WELFARE DIRECTORS LETTER

TO: ALL COUNTY WELFARE DIRECTORS

FROM: RYAN GILLETTE,
Chief Data Officer, Deputy Director
Research, Automation, and Data Division

SUBJECT: UPDATE TO THE WORK NUMBER[®] EXPRESS MEMORANDUM
OF UNDERSTANDING

The purpose of this All County Welfare Directors Letter (ACWDL) is to inform the County Welfare Departments (CWDs) that the California Department of Social Services (CDSS) has renewed the agreement with Equifax/TALX Corporation for The Work Number. In order to continue to participate under the CDSS agreement, the CWDs will be required to complete the new Memorandum of Understanding (MOU) by October 31, 2022.

The Work Number agreement allows the CDSS to provide an online employment and wage verification system based on client social security numbers to all 58 California CWDs for the purpose of determining eligibility in the California Work Opportunity and Responsibility to Kids (CalWORKs) and CalFresh programs. This service will continue at no cost to the CWDs.

As part of the renewal process, the CDSS is requiring each CWD to update the Memorandum of Understanding (MOU) for access to The Work Number service. The updated MOU adds language requiring the CWDs to send an update to Equifax/TALX Corporation within three (3) business days when there is a change of any address or office location and they are subject to an onsite visit of the new location by the Contractor or its designated representative.

Once an updated MOU has been executed between the CDSS and the CWD, another signed MOU will not be required unless the terms of the agreement between the CDSS and Equifax/TALX change.

County Welfare Departments Updating Memorandum of Understanding on File

The CDSS requires the CWDs to return an updated signed MOU (attached) by October 31, 2022. The CWDs utilizing a digital signature process must email a signed copy of the updated MOU to the Data Access Unit (DAU) at DataAccessUnit@dss.ca.gov. The CWDs not utilizing a digital signature process must mail three (3) original sets of the MOU, each with an original signature, to:

California Department of Social Services
Attention: Data Access Unit
744 P Street, Mail Station 8-5-26
Sacramento, CA 95814

Additionally, the CWDs must email an excel spreadsheet with an updated user list of individuals who require access to the services to the DAU at DataAccessUnit@dss.ca.gov by October 31, 2022.

The excel spreadsheet must include:

- Two individuals designated to serve as web managers;
- User Last, First Name;
- Program (CalWORKs, CalFresh);
- Email Address; and
- Office Location.

County Welfare Departments Establishing Access

The CWDs requesting initial access to The Work Number through the CDSS and Equifax/TALX agreement must provide the CDSS:

- ☐ A digitally signed (i.e., Adobe Sign or DocuSign) version of The Work Number MOU (attached).
- ☐ A copy of a resolution, order, motion, ordinance, or other similar document from the local governing body authorizing execution of the MOU.
 - Documentation allowing the execution of the MOU is required. Notification shall include the authority granted and to whom the authority is granted.
 - Example: If the local board has authorized a CWD

designee to execute an agreement without board approval, the minutes or formal documentation granting that authority specifically to the position and/or named individual must be submitted.

Whoever the CWD designates to sign the MOU must have the authority to sign and enter into an agreement/MOU with the CDSS. Therefore, a copy of a resolution, order, motion, ordinance, or other similar document from the local governing body authorizing execution of the agreement by the CWD designee must accompany the MOU and is required by the CDSS.

The signed MOUs, resolution, and user list must be emailed to the Data Access Unit (DAU) at: DataAccessUnit@dss.ca.gov. The CWDs that do not utilize a digital signature process must mail three (3) original sets of the MOU package, each with an original signature, to:

California Department of Social Services
Attention: Data Access Unit
744 P Street, Mail Station 8-5-26
Sacramento, CA 95814

Once a signed MOU is received, the CDSS will execute the MOU and:

- Retain a copy of the executed MOU;
- Send a copy of the executed MOU to the TALX Corporation; and
- Return a copy of the executed MOU to the CWD for their records.

Once the MOU has been executed, the CDSS will request the CWD to provide a list of Authorized User(s) having access to the services. For the CWD to fully participate, a list of Authorized User(s) must be provided.

The CWDs are not required to participate through the CDSS and Equifax/TALX agreement. However, the CWDs must complete the steps outlined in this All County Welfare Directors Letter in order to access The Work Number through the agreement between the CDSS and Equifax/TALX.

If you have any questions or need additional information, please contact the Data Access Unit at DataAccessUnit@dss.ca.gov.

**MEMORANDUM OF
UNDERSTANDING BETWEEN THE
CALIFORNIA DEPARTMENT OF SOCIAL
SERVICES AND
THE COUNTY OF _____**

I. PURPOSE

The California Department of Social Services ("CDSS") has established an income verification program for California counties regarding the California Work and Responsibility to Kids (CalWORKs) and CalFresh programs. As part of this program, the CDSS has contracted with TALX Corporation, a provider of Equifax Verification Services ("EVS" or "Contractor"), for participating counties to verify consumer-recipient employment, income and other work-related information. The Agreement between CDSS and Contractor, CDSS Agreement (hereafter "Agreement"), is attached as Exhibit 1.

This Memorandum of Understanding (MOU) is entered into by the CDSS and the County named above ("County") for the purpose of authorizing County access to Contractor's on-line The Work Number® employment and income verification service (hereafter "Service"), pursuant to the Agreement, or subsequent agreements. This MOU authorizes County to retrieve and verify certain employment and/or income data of a consumer-recipient applying for or currently receiving public social service assistance where such information has been furnished to Contractor by employers. County agrees to comply with the obligations of the Agreement, including the User Agency Obligations contained in Attachment 2 of the Department of General Services (DGS) Employment Verification Services Master Services Agreement (MSA Number 5-22-70-29) (incorporated by reference as Exhibit C of this Agreement), as a condition of access to the Service.

II. SCOPE OF WORK

The Service may be accessed by County employees to verify a consumer-recipient's employment status or income for purposes of determining eligibility for receipt of public aid or assistance, prevention or identification of overpayments associated with the receipt of public aid or assistance. Accordingly, the Service permits County the ability to:

- A. Search for a recipient's employment status or income by a recipient's Social Security Number.

- B. Register, authenticate, and monitor users and usage, including producing monthly reports.
- C. Identify if a recipient has current, historical, or no employment information on file.
- D. Order and retrieve an employment verification, which shall include the employer name and employment status; or an income verification which shall include the employer address, dates of employment, title of position, pay rate, and year-to-date gross income and pay period details for up to a three-year period.
- E. Through this MOU, CDSS authorizes County to access the Service solely for the purpose described in this Scope of Work. Counties not entering into this MOU will not have access to the Service unless they have a separate independent agreement with the Contractor.

III. CDSS RESPONSIBILITIES

- A. Pursuant to a third-party beneficiary Agreement between CDSS and Contractor, CDSS has, on behalf of participating counties, secured access to the Service for use in the CDSS income verification program.
- B. CDSS will not be directly accessing or using the Service but shall have the right as the pass-through entity to inspect, review, or otherwise monitor all activities, procedures, records, reports or forms related to the County's access of the Service in order to ensure compliance with this MOU.

IV. COUNTY RESPONSIBILITIES

- A. County shall comply with the obligations of the Agreement, including the requirements of DGS MSA 5-22-70-29, or subsequent agreements.
- B. County shall maintain any and all information/data provided by the Service in strict confidence, and will not reproduce, disclose, or make accessible in whole or in part, in any manner whatsoever, to any third party, unless mandated by law.
- C. County represents and warrants it is administering a government funded benefit or program, has been granted the legal authority to view the information/data by the consumer or by operation of law, and shall only request the information/data in compliance with state and federal laws. County further represents and warrants that it has written authorization from the Consumer to verify income.
- D. County certifies that it will order data from the Service only when it intends to

use the data in accordance with the Fair Credit Reporting Act ("FCRA") and all state law FCRA counterparts as though the data is a consumer report, in connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status, and for no other purpose.

- E. County agrees to only use the data consistent with the obligations of users of consumer reports as provided for in the Consumer Financial Protection Bureau ("CFPB") Notice Form attached as Attachment 3 of DGS MSA 5-22-70-29.
- F. County certifies that it will comply with applicable provisions under Vermont law. In particular, County certifies that it will order data relating to Vermont residents only after County has received prior Consumer consent in accordance with VFCRA Section 24803 and applicable Vermont Rules. County further certifies that it received the copy of VFCRA Section 2480e applicable Vermont Rules as referenced in Attachment 4 of DGS MSA 5-22-70-29.
- G. County certifies it will establish safeguards to ensure only Authorized Users can order or have access to the Service. "Authorized User" is defined as a County employee authorized to order or access the Service in relation to the performance of their official duties.
- H. County shall take all necessary measures to prevent unauthorized ordering of or access to the Service by any person other than the Authorized User for permissible purposes. County agrees to monitor County employees' access of the Service to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.
- I. County shall take all necessary measures to ensure employees do not access consumer-recipient employment or income information for personal reasons or benefit. No County employee shall engage in any employment, activity, or enterprise which is clearly inconsistent, incompatible, in conflict with, or inimical to the guidelines set forth under this MOU or his/her duties as a County employee.
- J. County agrees to indemnify, defend, and save harmless CDSS and Contractor, and their respective directors, officers, managers, agents, and employees from any and all claims, actions, demands, damages, liabilities, obligations, losses, settlements, judgments, fines, penalties, sanctions, charges, costs and expenses, arising out of, relating to, or in connection with County's use of the Service and/or the unauthorized disclosure or dissemination of consumer- recipient information/data by County employees in the performance of this Agreement. County does not assume the risk on behalf of or agree to indemnify any other county.

- K. County acknowledges that neither Contractor nor its officers, agents or employees will be liable for loss of profits or for indirect, special, incidental or consequential damages arising out of or related to the provision of verifications of employment and/or income, even if that party has been advised of the possibility of such damages. In no event shall damages of any kind payable by Contractor exceed the sum paid by CDSS for the service which causes County's claim. This provision shall survive any termination or expiration of this MOU.
- L. County hereby certifies it will employ all necessary measures to maintain data security and confidentiality when sending, transferring, shipping, or otherwise disposing of any consumer report information. In addition to any requirements of this MOU, County agrees to comply with the data security provisions of the Agreement, including Attachment 1 of DGS MSA 5-22-70-29.
- M. County shall ensure that all County employees comply with California Welfare & Institutions Code section 10850 to protect any confidential information it may receive and possess from the Service from unauthorized use, access, or disclosure.
- N. Unauthorized use, access, or disclosure of confidential information is considered a breach of security. County shall immediately notify CDSS of any and all suspected, attempted, or confirmed breach of security by contacting the CDSS Information Security Officer (ISO) at (916) 651-5558.
- O. The use of the Service includes information that is protected by the FCRA and may subject an unauthorized user to possible civil and criminal liability, punishable by fines and imprisonment.
- P. When County ceases to use the Services of Contractor furnished pursuant to this MOU, it shall notify CDSS that it is no longer receiving services from Contractor. If County is dissatisfied with the services of Contractor, it shall provide a letter to CDSS describing its dissatisfaction.
- Q. Without limitation as to any other applicable rights or remedies, in the event of a breach of security caused by County employee(s), through the use of the information/data provided by Contractor, County is responsible for any and all breach notifications to the consumer, along with associated costs.
- R. County may not assign or delegate any of its rights or duties under this MOU.
- S. County acknowledges that its access to the Service is subject to audit by Contractor as described in the Agreement. County agrees to cooperate with CDSS and Contractor in responding to any such audit.

- T. In accordance with the security obligations of the Attachment 1 of DGS MSA 5- 22-70-29, County shall provide immediate notification, but in no event later than 3 business days to Contractor at: TALX Corporation, 11432 Lackland Road, St. Louis, MO 63146, Attn: President; email address: evscontracts@equifax.com, of any change in address or office location and are subject to an onsite visit of the new location by Contractor or its designated representative.
- U. For the purposes of the employment and income verification program that is the subject of this MOU, County is not required to purchase separate or additional services from Contractor. CDSS has no expectation that there will be a separate or continuing arrangement for future services between County and Contractor.

V. TERM

This MOU shall remain in effect until terminated by either party in accordance with VI B below.

VI. GENERAL PROVISIONS

- A. No condition or provision of this MOU shall be waived or altered except by written amendment signed by a duly authorized representative of CDSS and County.
- B. Termination without cause: This MOU may be terminated by either party without cause upon 30 days written notice.
- C. Termination with cause: This MOU may be terminated immediately by either party if the terms of this MOU are violated in any manner. However, CDSS or County shall provide written notice to the other party of such termination for cause of this MOU. Contractor may immediately suspend and/or terminate County's access to the Service if Contractor reasonably believes County has violated the FCRA, any of the state law counterparts to the FCRA, or any other applicable law or regulation.

[Signature page to follow]

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

By: _____
Name and Title of signing staff

Date: _____

COUNTY OF _____

By: _____
Name and Title of signing staff

Date: _____