

April 2, 2024

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

EXECUTIVE SUMMARY

ALL COUNTY WELFARE DIRECTORS LETTER

The purpose of this All County Welfare Directors Letter (ACWDL) is to provide the County Welfare Departments (CWDs) information on the Federal Earnings Verification Service (EVS) to determine eligibility in the CalFresh program.



KIM JOHNSON
DIRECTOR

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DEPARTMENT OF SOCIAL SERVICES
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GAVIN NEWSOM
GOVERNOR

April 2, 2024

ALL COUNTY WELFARE DIRECTORS LETTER

TO: ALL COUNTY WELFARE DIRECTORS

FROM: RYAN GILLETTE, DEPUTY DIRECTOR
RESEARCH, AUTOMATION, AND DATA DIVISION

SUBJECT: UNITED STATES DEPARTMENT OF FOOD AND AGRICULTURE
FOOD AND NUTRITION SERVICES SUPPLEMENTAL
NUTRITION ASSISTANCE PROGRAM EARNING VERIFICATION
SERVICE

REFERENCE: [ALL COUNTY LETTER \(ACL\) NO. 23-53; FOOD AND NUTRITION SERVICE \(FNS\) HANDBOOK 310 SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM \(SNAP\) QUALITY CONTROL REVIEW HANDBOOK](#)

The purpose of this All County Welfare Directors Letter (ACWDL) is to provide the County Welfare Departments (CWDs) information on the Federal Earnings Verification Service (EVS) to determine eligibility in the CalFresh program.

BACKGROUND

In September 2023, the United States Department of Food and Agriculture (USDA) Food and Nutrition Services (FNS) awarded a five-year contract to two vendors: Equifax Workforce Solutions, LLC and Experian PLC to provide States with the ability to verify the employment status and earnings of the Supplemental Nutrition Assistance Program (SNAP) to facilitate participation in the SNAP Earnings Verification Service (EVS). The SNAP EVS will offer a national-level, USDA FNS-funded alternative to improve State agency access to this important operational tool. The USDA FNS will partner with States through the first contract year to evaluate demand and usage to inform the allocation of Equifax matches to States in future years.

The Work Number®

The Work Number® (TWN) database is the industry-leading centralized commercial repository of income and employment information. Customers in all 50 states, the District of Columbia, Guam, and the U.S. Virgin Islands use TWN to fulfill over 400,000 verification requests every day. The ability to provide so much information so quickly starts with income and employment data that is provided and updated each pay cycle directly by employers and partners.

Nearly 2.9 million small, medium, and large organizations and partners contribute to TWN and cover more than 121 million people (or more than two-thirds of the US non-farm payroll). The Work Number® is the largest commercial source of consolidated employment information, with nearly 641 million employment records.

Experian Verify

Experian Verify provides instant verification of millions of unique and accurate employer payroll information records. The exclusive Experian Verify data available to state agencies provides access to earned income payroll data reported directly from employers and payroll providers in all 50 states, the District of Columbia, Guam, and the U.S. Virgin Islands. This data is sourced from exclusive employer relationships and not available from any other provider; it provides unlimited use, for unlimited users.

EARNING VERIFICATION SERVICE IMPLEMENTATION

The SNAP EVS allows the California Department of Social Services (CDSS) to provide an online employment and wage verification system based on client social security numbers to all 58 California County Welfare Departments (CWDs) for the purpose of determining eligibility in the CalFresh program at no cost to the CWDs.

The CWDs are authorized to query the SNAP EVS when obtaining verification of earned income for CalFresh household (HH) members, including cases with a California Work Opportunity and Responsibility to Kids (CalWORKs) component, at Initial Eligibility, Recertification, midperiod changes reported by the HH, and for conducting CalFresh Quality Control (QC) reviews.

To inform future decisions regarding the SNAP EVS, the CDSS and the USDA FNS will evaluate the usage, effectiveness, and impact of the SNAP EVS on the administration of the CalFresh program.

The policy guidance on using the SNAP EVS for Initial Eligibility, Recertification/Redetermination, and for midperiod changes reported by the HH will follow TWN policy outlined in [ACL NO. 23-53](#).

The policy guidance on using the SNAP EVS for CalFresh when conducting QC

Reviews, will follow TWN policy outlined in the USDA [Food and Nutrition Service \(FNS\) handbook 310 Supplemental Nutrition Assistance Program \(SNAP\) Quality Control Review](#).

ACCESS TO SNAP EVS

Equifax, The Work Number®

There will be no change to the current user access of TWN interface. The CWDs will continue to access the service as they have previously. However, there will be changes to the Program Selection Usage Types. Equifax will be sending correspondence to all users once the changes have been implemented. A user guide for the Program Selection Usage Types is available at [Equifax Web – Usage Types Selections – For Eligibility Cases](#).

The CWDs will continue to be held to the provisions of their county's executed TWN Memorandum of Understanding (MOU).

Experian Verify

The CWDs who wish to access the Experian Verify Service must sign the Experian Terms of Use for Participating Agency Data and Product Usage for SNAP Earnings Verification Services (Attachment One) and email the completed form to DataAccessUnit@dss.ca.gov.

Each CWD is also authorized to have up to three web managers per county for the Experian Verify service. Web managers will be responsible for adding and removing user access. Each web manager must complete the USDA – FNS Credentialing Application (Attachment Two) and return the completed form to the DataAccessUnit@dss.ca.gov.

Once users are onboarded, the CDSS and Experian will contact county users to conduct a training with the CWDs on access to and use of the service.

If you have any questions or need additional guidance regarding the access to TWN or Experian Verify, contact DataAccessUnit@dss.ca.gov.

Attachments

Experian Terms of Use for Participating Agency Data and Product Usage for SNAP Earnings Verification Services

General Provisions for Data Use

Data Use Restrictions. PARTICIPATING AGENCY shall be solely responsible for assuring the secure and confidential manner in which it stores, delivers and transmits Services to its authorized employee users. Specific services include Experian Verification for Government Benefits.

Inquiries. When accessing Services, PARTICIPATING AGENCY certifies it will use reasonable measures to identify consumers and will accurately provide Experian with complete identifying information about the consumer inquired upon in the form specified by EXPERIAN. EXPERIAN may use PARTICIPATING AGENCY inquiry data for any purpose consistent with applicable federal laws, rules, and pertaining to consumer credit reporting agency obligations.

Intellectual Property Rights. PARTICIPATING AGENCY acknowledges that EXPERIAN has expended substantial time, effort and funds to create and deliver the Services and compile its various databases. All data in EXPERIAN's databases and any other intellectual property that are part of the Services are and will continue to be EXPERIAN's exclusive property. The data that PARTICIPATING AGENCY provides to the EXPERIAN is owned by PARTICIPATING AGENCY and is housed in Experian's log files for regulatory compliance. Nothing contained in this Terms of Use Agreement shall be deemed to convey to PARTICIPATING AGENCY or to any other party any ownership interest in the intellectual property or data provided in connection with the Services; provided however, EXPERIAN hereby grants PARTICIPATING AGENCY a limited, non-exclusive, non-transferable, non-sublicensable, license to use the data and Services for its own internal business purposes in accordance with the terms and conditions of this Letter Agreement and applicable law.

Confidential Treatment. Under no circumstances will PARTICIPATING AGENCY resell or otherwise disclose to any other person, other than employees or agents whose duties reasonably relate to the lawful business purpose for which the Services were obtained, any of the Services or data that EXPERIAN delivers to PARTICIPATING AGENCY. Both parties hereby acknowledge that the Services and/or data provided by either party to the other may include personal information pertaining to individual consumers, and requires that the parties treat such information responsibly and take reasonable steps to maintain appropriate confidentiality and to prevent unlawful dissemination or misuse by its employees, officers, agents or any other person with access to such information. The Services and data shall only be used as expressly authorized in this Letter Agreement.

Compliance with Laws. PARTICIPATING AGENCY shall comply with all federal laws, rules regulations and decisions applicable to PARTICIPATING AGENCY'S use of the EXPERIAN's data and Services provided pursuant to this Terms of Use Agreement.

Notification of Security Breach. In the event that either party determines that physical and/or electronic safeguards that directly impact the Services being provided under this Letter Agreement have been breached, and that sensitive data shared under the Terms of Use Agreement has been obtained by persons and/or entities without authority to use or view such data. Both parties shall notify the other to the extent allowed by applicable law and/or law enforcement in writing, within 24 hours of discovery.

Warranty and Disclaimers. EXPERIAN warrants to PARTICIPATING AGENCY that EXPERIAN will use commercially reasonable efforts to deliver the Services in a timely manner. Because the Services involve conveying information provided to EXPERIAN by other sources, EXPERIAN cannot and will not, for the fee charged for the Services, be an insurer or guarantor of the accuracy or reliability of the Services or the data contained in its various databases. THE WARRANTY IN THE FIRST SENTENCE OF THIS PARAGRAPH IS THE ONLY WARRANTY EXPERIAN HAS GIVEN PARTICIPATING AGENCY WITH RESPECT TO THE SERVICES. EXPERIAN MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, ANY EXPERIAN DATA, OR ANY OTHER MATERIALS (TANGIBLE OR INTANGIBLE) SUPPLIED BY EXPERIAN HEREUNDER, AND EXPERIAN HEREBY EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO THE ACCURACY, COMPLETENESS OR CURRENTNESS OF ANY DATA OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

FCRA Compliance: Fair Credit Reporting Act (“FCRA”) USE. PARTICIPATING AGENCY will request and use the Services strictly in accordance with the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et. seq., as amended (the “FCRA”). Without limiting the foregoing, PARTICIPATING AGENCY certifies that PARTICIPATING AGENCY will request and use the Services solely in connection with (i) a single credit transaction with a consumer, or, if applicable, for another “permissible purposes” as defined by the FCRA; and (ii) transactions involving the consumer as to whom such information is sought and will not request or use such Services for purpose prohibited by law. If PARTICIPATING AGENCY uses the Services in any way related to collections, PARTICIPATING AGENCY acknowledges that permissible purpose does not include the collection of debts not voluntarily incurred by the consumer unless those debts are judicially established by a court order or judgment. PARTICIPATING AGENCY further certifies that it will comply with all requirements of the FCRA applicable to it. PARTICIPATING AGENCY will not be purchasing consumer reports from the EXPERIAN in connection with a consumer’s application for credit.

Verify Reports Requirements:

Permissible Purpose. Client acknowledges that the Verification Reports are “consumer reports” as defined under the FCRA, and as such Client will request and use the Verification Services solely in accordance with the FCRA use and restrictions set forth in this Letter Agreement. Client shall include in all adverse action notices, as applicable, EBD’s contact information as provided to Client. Client shall not use the Verification Reports on behalf of or disclose the

Attachment One

Verification Reports to a third party. If Client is using the Verification Services, Client shall obtain the written instructions of the consumer and comply with the terms set forth above in Written Instructions.

Consumer Information; Consumer Consent. Client acknowledges and agrees that the delivery of the Verification Reports and any Payroll Data contained therein to Client requires Client to obtain consumer's explicit consent for the (i) collection of the Consumer Information and provision thereof to EBD (Experian Background Data, Inc. – an Experian affiliate) and Experian, and (ii) retention and use of Consumer Information by EBD and Experian as may be necessary for EBD to comply with its obligations under applicable law; in both (i) and (ii) for EBD to use the Consumer Information to access the Employer Services and collect and aggregate the Payroll Data to: (x) create the applicable Verification Reports and deliver to Client, and (y) deliver the Payroll Data to EBD for use in accordance with all applicable laws, rules and regulations. Client shall upon obtaining the consumer's consent: (1) provide a clear and conspicuous explanation to consumers of how the consumer can request to opt out of the recurring use of the Consumer Information in the future (e.g., electronically or through Client's customer care), (2) promptly notify Experian, in a manner agreed upon by Experian and Client, that the consumer has opted out of the use of the Consumer Information for recurring use.

The provisioning of services to the Participating Agency after receiving the signed Terms of Use Agreement constitutes agreement and acceptance on behalf of Experian.

ACCEPTED AND AGREED BY PARTICIPATING AGENCY:

Name of Participating Agency (County): _____

By: _____

Printed Name: _____

Title: _____

Date: _____

USDA – FNS Credentialing Application



Experian Information Solutions Division

Important: All information must be completed in its entirety. Please print clearly and legibly to ensure accurate and timely processing.

Participating Agency Information

Legal/Participating Agency: _____

Type of Agency: ☐ Federal ☐ State

Government Website: _____

Primary Administrator contact name, title, address, and phone: _____

Email Address: _____

Primary Technical contact name, title, address, and phone: _____

Email Address: _____

Other contact name, title, address, and phone: _____

Email Address: _____

Participating Agency Primary Physical Address (**no P.O. box numbers please**): _____

City: _____ State: _____ Zip : _____

Primary Phone: () _____ Fax: () _____

Permissible Purpose/Appropriate Use (Application will not be processed unless this information is provided.)

Provide detailed description of your use of Experian products and consumer data. Also, describe the nature of your business interaction with consumers.

Determination of eligibility for a government benefit

Head Designate for Internet Access

Full Name & Title: _____

Email Address: _____

Phone Number: () _____

Signature (if different from below): _____

User ID – First Choice (minimum 6 characters) _____

User ID – Second Choice (minimum 6 characters) _____

User ID – Third Choice (minimum 6 characters) _____

This form is to be used by Experian to identify the individual that will act on behalf of the Client in regard to end user access to Experian's systems. Client's Security Designate will submit all requests to create, change or lock Client employee end user access to accounts and permissions associated with Experian's systems and information via the Internet. The Security Designate must be an authorized representative of the Client's organization and must be available to interact with Experian on information and product access matters in accordance with the attached Experian Security Requirements, as applicable. Such requirements may be updated from time to time by Experian in accordance with the terms therein. This Security Designate Authorization Form must be signed by a duly authorized representative of the Client.

All clients acknowledge 1) has received the Experian Security Requirements, 2) has read and understands the Clients' obligations described in the Experian Security Requirements, 3) will communicate the contents of the Experian Security Requirements and any subsequent updates thereto to all employee end users that shall have access to Experian's systems and information, and 4) will abide to the provisions of the Experian Security Requirements. Changes in Security Designate status (e.g., transfer or termination) are to be reported to Experian immediately. On an annual basis Experian will require the Security Designate to attest to the accuracy and currency of the status of the employee end users that access accounts and permissions to Experian's systems and information. Attestation must be completed within 30 days of notification to Client, or the Security Designate will be prohibited from accessing Experian's systems and information until such attestation is complete. In the United States, clients are allowed to have up to three (3) Security Designates on file. If the client already has three security designates on file, one will need to be removed before adding a new Security Designate.

If this application involves use of consumer credit products, then the following shall apply:

I have read and understand the “**FCRA Requirements**” notice and “**Experian Security Requirements**” and will take all reasonable measures to enforce them within my facility. I certify that I will use the Experian product information for no other purpose other than what is stated in the Permissible Purpose/Appropriate Use section on this application and for the type of business listed on this application. I will not sell the report to any consumer directly or indirectly. I understand that if my system is used improperly by personnel, or if my access codes are made available to any unauthorized personnel due to carelessness on the part of any employee of my agency, we may be held responsible for financial losses, fees, or monetary charges that may be incurred and that our access privileges may be terminated.

I certify that I have read the above statements and all information provided is accurate.

Legal/Participating Agency Name

Authorized Signature

Date

Name of Authorized Signer

Title