



SAN FRANCISCO
HUMAN SERVICES AGENCY

Department of Benefits
and Family Support

Department of Disability
and Aging Services

Office of Early Care
and Education

P.O. Box 7988
San Francisco, CA
94120-7988
www.SFHSA.org

MEMORANDUM

TO: HUMAN SERVICES COMMISSION

THROUGH: TRENT RHORER, EXECUTIVE DIRECTOR

FROM: ANNA PINEDA, DEPUTY DIRECTOR

TONY LUGO, DIRECTOR OF WELFARE TO WORK SERVICES

DATE: DECEMBER 15, 2022

SUBJECT: NEW AGREEMENT WITH CDSS TO PROVIDE ACCESS TO EDD CONFIDENTIAL DATA FOR PROGRAM EVALUATIONS.

AGREEMENT TERMS Current
7/1/22 or Upon Final Approval through 6/30/25

AGREEMENT AMOUNT: N/A



London Breed
Mayor

Trent Rhorer
Executive Director

The Department of Benefits and Family Support (BFS) requests authorization to enter into a data sharing agreement with the California Department of Social Services (CDSS) for the period of July 1, 2022 to June 30, 2025. There are no costs associated with this agreement; however, CDSS requires approval by a governing body in order to enter into the agreement.

The data sharing agreement allows CDSS to provide the San Francisco Human Services Agency (SFHSA) confidential wage and unemployment insurance claim information obtained from the California Employment Development Department (EDD), allowing us to evaluate the impact of our employment programs.

CDSS has a formal agreement with EDD to abstract base wage data and Unemployment insurance (UI) benefit payment history that is matched against

individuals who are identified as current and/or former public assistance program recipients in San Francisco (CalWORKs, CalFresh or CAAP/PAES). We use the data to understand the labor market participation of our employment services clients and report client progression into economic self-sufficiency over time. These trends inform program design, program improvement, and resource allocation decisions. The data also assists in analysis of labor market trends in order to adapt available services to respond to the needs of our local labor market.

SFHSA has held a data sharing agreement with CDSS for these purposes for approximately ten years, over two previous agreement periods. However, this year, CDSS has revised their previously existing agreement with counties. Before entering into the MOU, we are now required to seek authorization by a local governing body. Therefore, we are formally requesting authorization from the Human Services Commission to enter into the agreement with CDSS.

The signed MOU agreement includes CDSS's formal agreement with the EDD (excerpted in an Attachment), EDD's Confidentiality and Indemnity Agreements, and the EDD's Statement of Responsibility Information Security Certification document.

ATTACHMENTS

Contract Exhibit A (Standard Agreement Form)

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

A. Legal Authority

The Legal Authority for this Agreement by which the Employment Development Department (EDD) provides confidential wage and unemployment insurance claim information to California Department of Social Services (CDSS) is pursuant to Section 1095(ai) of the California Unemployment Insurance Code (UIC).

CDSS shall request and use the EDD Confidential Data for the sole purpose of conducting internal research, budget development, performance monitoring and program evaluation pursuant to the statutory authorities in: Welfare and Institutions Code Sections 10533, 10540.5, 10541, 10606.1, 10609.4, 10850, 11322.63, 11525, 15204.6, and Section 1095(ai) of the UIC, Title 7 of the United States Code (USC) Section 2020(e)(16)-(17), and Title 42 of the USC Sections 611 and 677.

B. Purpose

This Agreement is entered into between the City and County of San Francisco, Human Services Agency (SF-HSA), 170 Otis Street, San Francisco, CA 94102, herein referred to as the Contractor, and CDSS (collectively, the Parties). Contractor is to be provided access to the EDD Confidential Data for the sole purpose of conducting program evaluations. Contractor shall use the quarterly EDD base wage data to understand labor market participation of its employment services clients (e.g., California Work Opportunity and Responsibility to Kids (CalWORKs), CalFresh Employment & Training, and County General Assistance program clients in San Francisco County). This Agreement provides authorization for use of the EDD Confidential Data solely for evaluation purposes described in this Agreement.

C. Contractor Responsibilities

1. Contractor may use the following data sets acquired from CDSS, collectively referred to as EDD Confidential Data:
 - a. **EDD Base Wage File:** Quarterly wage earnings for the most recent six (6) quarters available of all persons in the Contractor's County, 16 years or older and who received at least one month of public assistance in Contractor's County. The data extract includes quarter date; social security number; employer account number (EAN); and quarterly earnings. The base wage file shall enable Contractors to track the employment records and earnings of current and former welfare recipients. Historical wage data up to five (5) years prior is also available upon special request for selected clients.
 - b. **Employer Data:** This file is a subset of the Quarterly Census of Employment and Wages created by the Bureau of Labor Statistics. It

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contains California employer data such as employer identification number (EIN), NAICS industry classification code, employer trade name, street address, FIPS county code, and total quarterly wages paid. Employer data is available upon special request.

- c. **Unemployment/Disability (UI/DI) Files:** UI/DI files track the unemployment and disability benefits of welfare recipients. Data includes time of payment, payment amount, social security number, and client name. This data is available upon special request for selected clients, subject to CDSS cost review and available funds.

Linkage of administrative county data to the aforementioned files requires the county to provide a file to CDSS containing unduplicated client social security numbers and birth dates, preferably in SAS or Excel/Csv format.

2. Contractor shall instruct all employees, agents, or volunteers with access to the information provided through this Agreement as to the following:
 - a. The confidential nature of the information;
 - b. The requirements of Division 19 of the CDSS Manual of Policies and Procedure for the protection of confidential information provided by CDSS or held by the County in its administration of social services; and
 - c. The EDD Confidentiality and Security Requirements of the EDD and CDSS Interagency Agreement 22-2003, Exhibit E for EDD data.
 - d. Exhibit F, Agreement 22-2003, attached for reference.
3. Acknowledge CDSS as the original source of the data in any publications resulting from, or related to, use of this data.
4. Include a disclaimer that credits any analyses, interpretations, or conclusions reached to the authors and not to CDSS. The disclaimer shall be in substantially the following form, unless the Parties agree otherwise in writing:

“The research reported herein was performed with the permission of the California Department of Social Services. The opinions and conclusions expressed herein are solely those of the author(s) and should not be considered as representing the policy of any agency of the California State Government.”
5. Provide CDSS with a pre-publication draft of any reports 90 days before publication. A “report” is any document, email, or website that includes outcomes, results, or findings using EDD Confidential Data that is made available to the public. EDD requires all publications using EDD Confidential Data to be reviewed and approved by their Information Security Office prior to publication. CDSS shall facilitate the approval process between Contractor and EDD. Should

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CDSS disagree with any part of the report, a disclaimer stating CDSS's disagreement shall be included in the final published report.

Specifically, the EDD Confidential Data shall enable the following program outcomes, with respect to the content and function of reports, to be accurately measured, including:

- a. The number and proportion of clients with earned income;
- b. The total earnings of clients and their wage progression over time;
- c. The continuity of employment over time; and,
- d. How outcomes differ across various socioeconomic/demographic characteristics and specific employment services programs.

This analysis would enable Contractor to measure the effectiveness of welfare-to-work and employment services efforts in the Contractor's County, and provide valuable input into subsequent programmatic design and resource allocation decisions. Moreover, the information would be a useful tool in developing caseload forecasts and adapting employment services programs in response to labor market trends.

Under no circumstances shall individual client data be released or used to contact individual persons. All data shall be reported in aggregate to protect client privacy.

Matching client data with quarterly wages would provide Contractor with robust employment and earnings data that could be tracked over time for specific groups of program clients. County data does not currently provide any information on employment or earnings of program recipients, and EDD quarterly base wage files are the only accessible source for tracking the earned income of clients after receiving employment services.

Several files produced by the EDD are the only source that shall allow accessibility to track the employment and earnings of welfare program recipients after leaving public assistance as well as unemployment and disability payments.

D. CDSS Responsibilities

1. CDSS shall provide the EDD Confidential Data for the purpose specified in this Agreement.
2. CDSS shall facilitate the linkage of client records provided by Contractor to EDD base wage administrative files for this Agreement. The process shall require CDSS to transmit client records to EDD; EDD performs the actual linkage (matching) and shall make the matched records available to CDSS for access

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and subsequent distribution to Contractor. This linkage requires a valid social security number and date of birth for each client.

3. CDSS shall conduct random on-site inspections, as needed, to ensure compliance with the terms of this Agreement.
4. All printing shall be sent to the California Department of General Services, Office of State Publishing (OSP). It is the responsibility of the CDSS Project Representative to obtain an exemption from OSP to competitively bid out any and all printing listed within this Agreement.

E. Project Representatives:

The Project Representatives during the term of this Agreement shall be:

CDSS

Data Contact:

Brittney Gossard, Research Data Specialist
Fiscal Forecasting & Policy Branch
744 P Street, MS 8-10-100
Sacramento, CA 95814
Phone: (916) 654-1208
Brittney.Gossard@dss.ca.gov

Contract Contact:

Angela Vellos, CalWORKs Program Manager
CalWORKs Engagement Bureau
744 P Street, MS 8-8-33
Sacramento, CA 95814
Phone: (916) 653-6609
Angela.Vellos@dss.ca.gov

City and County of San Francisco, Human Services Agency

The Contractor shall designate a person to be responsible for the security and confidentiality of the data. The Contractor shall immediately notify CDSS in writing of a designee change.

Security Contact:

Robert Eickwort, Information Security Officer
1650 Mission Street, 2nd Floor
San Francisco, CA 94103
Phone: (415) 557-5788
HSA.IT.Information.Security@sfgov.org

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Program/Contract Contact:

Craig Lahti, Acting WtW Administrative Manager
170 Otis Street, 2nd Floor
San Francisco, CA 94103
Phone: (415) 557-5938
Craig.Lahti@sfgov.org

The Project Representative may be changed by providing written notice to the other party within five (5) business days of the change. Said change shall not require an amendment to this Agreement.