



MEMORANDUM OF UNDERSTANDING: CERTIFICATION OF PAYROLL AGENT

The purpose of this *Memorandum of Understanding: Certification of Payroll Agent* (DE 972) (MOU) between the Employment Development Department (EDD) and

_____ (Payroll Agent) is to define the conditions and restrictions under which the EDD will assist payroll agents with client billing and other confidential payroll tax account issues when the agent contacts the EDD on behalf of their client.

_____ (Payroll Agent) certifies that it has on file a Power of Attorney (POA) (e.g., *Power of Attorney (POA) Declaration* [DE 48]) or a Letter of Authorization (LOA), to be identified from here forward within the MOU as a POA, to represent each client relating to tax matters arising under the California Unemployment Insurance Code (CUIC), and certifies that the consent: Is signed and dated by the owner, officer, receiver, or administrator.

The POA should authorize the payroll agent to act on behalf of the client, and stipulate that _____ (Payroll Agent) agrees to:

- Sanction that the information obtained under this MOU will be used exclusively under the provisions set forth and provided by the CUIC.
- Provide the EDD with copies of a client's POA by mail or fax within 24 hours upon request.
- Provide the EDD with a signed POA for any matter that requires a commitment on behalf of the client including, but not limited to, waiving the statute of limitations, payment arrangements, audits, and collection actions.
- Use the requested confidential information only for the purposes specifically authorized by Section 1095(d) of the CUIC and safeguarding that this confidential data is available only to authorized personnel on a "need to know" basis.
- Provide instruction to authorized personnel having access to the EDD's confidential data as to the confidentiality requirements for protecting and storing this confidential information in a place physically secure from access by unauthorized persons.
- Provide instruction to authorized personnel regarding access to confidential information furnished by the EDD, to: (1) the confidential nature of the information, and (2) the sanctions against unauthorized use or disclosures found in Section 2111 of the CUIC, Section 502 of the California Penal Code, and Section 1798.55 of the California Civil Code.
- Notify the EDD immediately of any information security breaches involving the EDD's confidential information.

- Destroy all individually identifiable EDD confidential information when its use ends, utilizing an approved method of confidential destruction.
- Permit the EDD to make on-site inspections at reasonable times and upon reasonable notice to ensure that the requirements of this MOU are being met.
- Notify the EDD within 24 hours of the revocation of a client's POA.

The EDD or _____ (Payroll Agent) may terminate this MOU by giving written notice 30 days in advance of termination to the other party setting out the effective date and grounds for termination.

This MOU will be in effect for a period of two years from the date it is signed and renewable every two years.

Payroll Agent Official:

EDD Representative:

Signature

Signature

Name

Name

Title

Title

Phone

Phone

Date

Date