



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 EDD will assist payroll agents with client billing and other confidential general payroll tax account questions when they contact EDD on behalf of their client.

_____ (Payroll Agent)
certifies that it has on file a Power of Attorney (POA) or Letter of Authorization (LOA) 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/LOA should authorize the payroll agent to act on behalf of the client, and that the agent, _____ agrees to:

- Provide EDD with copies of a client's POA by mail or fax within 24 hours upon request.
- Provide 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 confidential information only for purposes specifically authorized by Section 1095(d) of the CUIC.
- Keep all information provided by EDD in the strictest confidence. Make this information available to authorized staff on a "need to know" basis and only for the purposes authorized under Section 1095(d) of the CUIC.
- Instruct authorized personnel who have access to the data as to the confidentiality requirements for protecting the data.
- Notify EDD immediately of any information security breaches involving EDD's confidential information.
- Agree that the information obtained under this MOU will be used exclusively under provisions set forth and provided by the CUIC.
- Store EDD's confidential information in a place physically secure from access by unauthorized persons.

- Destroy all individually identifiable EDD information when its use ends, utilizing an approved method of confidential destruction.
- Instruct all individuals authorized to access the confidential information furnished by EDD regarding: (1) the confidential nature of the information, and (2) the sanctions against unauthorized use or disclosures found in Section 2111 of the CUIA, Section 502 of the California Penal Code, and Section 1798.55 of the California Civil Code.
- Permit 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 EDD within 24 hours, or upon effective date, 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, with possibility of renewal every two years.

For Payroll Agent:

For EDD:

Signature

Signature

Name

Name

Title

Title

Telephone

Telephone

Date

Date