



COUNTY OF LOS ANGELES
OFFICE OF THE COUNTY COUNSEL

CONTRACTS

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February 26, 2019

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VIA EMAIL & U.S. MAIL

Daniel Flaming
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Economic Roundtable
315 West 9th Street, Suite 502
Los Angeles, CA 90015

Re: Restricted Data of State of California and County of Los Angeles

Dear Dr. Flaming:

The Office of the County Counsel represents the County of Los Angeles ("County") in all legal matters. We understand that the County and Economic Roundtable ("ERT") are assessing and discussing use of data that was previously provided to ERT for very specific research purposes over the years pursuant to a number of agreements and memoranda of understanding (MOUs) (collectively, "Agreements"). We are not aware that you are represented formally by counsel on this matter. If you are, please forward this correspondence to his/her attention.

We have had the opportunity to review some of these Agreements, and note that none of these Agreements permitted ERT to keep such data indefinitely or to use it for whatever purposes ERT deemed appropriate. These Agreements, by contract, provided ERT with data of Los Angeles County customers of various benefits programs. Pursuant to these Agreements, ERT agreed to use such data for the specific purposes authorized in these Agreements, and to destroy or return all such data after the designated purposes were completed.

Given that ERT's use of the data in question is not authorized, and so that we can confirm that ERT is not in possession of confidential data and using them in violation of these Agreements, we will need ERT to certify that it indeed has destroyed or returned all such provided data under these Agreements, and that it does not have in its possession any copies of such data. In that some of these Agreements are with the California Employment Development Department (EDD), the California Department of Social Services (CDSS) and the County, or

directly pertain to County of Los Angeles customers, we have a responsibility to protect EDD, CDSS and County data, and to report to the State any inconsistencies, if any, with the contractual requirements that all parties agreed to.

At this time, we need confirmation that ERT no longer has in its possession any data provided under the following Agreements:

1. **EDD Agreement No. M280738, Executed by Daniel Flaming for ERT on May 2, 2002**
 - a. Under this Agreement, ERT was provided a wide array of data, including "...earnings of public assistance recipients in Los Angeles County", including "...quarterly earnings information for approximately 800,000 public assistance recipients" by social security number, last name, and first initial.
 - b. The data was to be used specifically to "...prepare an analysis of long-term employment outcomes among public assistance recipients for the LA County Board."
 - c. ERT agreed that "Upon completion of the project or by February 14, 2003, whichever is sooner, all confidential data provided by LMID and all copies and/or deviations of EDD confidential data shall be returned to the LMIR Confidential Data Coordinator."
2. **MOU Between ERT and County (DPSS), Executed by Daniel Flaming for ERT on October 28, 2002**
 - a. Under this MOU, ERT was provided a wide array of data, including "Case Records of persons aided by the Los Angeles County Department of Public Social services", and LEADER files indicating "which General Relief recipients are homeless."
 - b. The data was to be used specifically "to evaluate the frequency of reports of homelessness among persons receiving public assistance, and the characteristics and geographic distribution of these cases."
 - c. ERT agreed that it would "Either return to DPSS or destroy all confidential DPSS data in ER's possession within six

months following the publication of the final report produced using data provided by DPSS, and certify in writing, to DPSS, that all confidential data has been returned or destroyed at the end of this six-month period."

3. MOU Between EDD, ERT and County (CAO¹), Executed by Daniel Flaming for ERT on January 3, 2007, with a series of Addendums

- a. Under this MOU, ERT was provided a wide array of EDD data "...for all employers in Los Angeles County, with quarterly data from 2002 through the most recent quarter (2007)."
- b. The data was to be used specifically "for community-level and countywide economic development planning, including identification of job creation opportunities for entry-level workers and targeting industries with the potential for accelerated growth in subregions of the county."
- c. ERT agreed in a letter dated January 3, 2007 that ERT will "Use and process the EDD data ONLY for the purposes stated in the MOU. This right shall be revoked and terminated immediately upon termination of the MOU. Use of the EDD data for any other purpose is prohibited". ERT also agreed to "Return to EDD's Confidential Data Coordinator or destroy all confidential data provided by EDD within 30 days of termination of the MOU" and that the "The Economic Roundtable shall destroy all confidential data not returned when the use authorized ends in accordance with approved methods of confidential destruction (via shredding, burning, certified or witnessed destruction, or degaussing of magnetic media)."

¹ The Chief Administrative Office (CAO) is now the Chief Executive Office (CEO).

4. Agreement 07-3038 with California Department of Social Services and ERT, Executed by Daniel Flaming for ERT on August 9, 2007

- a. Under this Agreement, ERT was provided 9 sources of data about Los Angeles County CalWORKs beneficiaries, and that "CalWORKs client records will be obtained from Los Angeles County and all Social Security Numbers (SSN) of members of CalWORKs cases will be sent to the California Department of Social Services to obtain matching wage records," and "Wage records will be aggregated by SSN..."
- b. The data was to be used specifically for the "sole purpose of conducting research as described in the project summary", which was to provide "policy makers and the public with the most complete, reliable and operationally relevant information possible about increasing economic self-sufficiency and improving the well being of parents and children in CalWORKs families", by answering six specific questions.
- c. ERT agreed "All data used, compiled, developed, processed, stored, or created under this contract is the property of CDSS. All such data shall either be returned to COSS in an agreed upon format within 30 days of termination of the contract or destroyed. If the data is returned, the contractor shall provide the COSS with the media and an inventory of the data and files returned."

5. Prospective Consultant Data Use Protocol, Executed by Daniel Flaming for ERT on June 16, 2017.

- a. Under this Agreement, ERT was provided 2009-2014 Utilization data via an SFTP site.
- b. The data was to be used specifically for "a competitive solicitation to select the most qualified analytics entities" to collaborate with County in building predictive approach tools to combat homelessness.
- c. ERT agreed that it "...will not use or share these data for any purposes other than the solicitation process for which

Dr. Daniel Flaming, ERT
February 26, 2019
Page 5

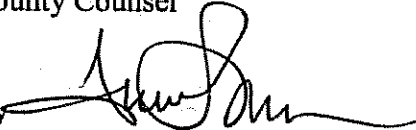
the data have been made available without written and explicit authorization from the County of Los Angeles."

Attached is a certification we would like you to return as soon as possible to my attention, or you may bring it to the March 5, 2019 meeting. We will be in attendance with our clients at the planned meeting on March 5, 2019.

Thank you for your expected cooperation with our request. Please also note that as we continue to search for and review any additional Agreements related to data sharing with ERT, we may require that you provide additional confirmation that ERT no longer has such data. Nothing herein shall serve as a waiver of any of the County's rights and remedies, each of which is expressly reserved.

Very truly yours,

MARY C. WICKHAM
County Counsel

By 

TRUC L. MOORE
Principal Deputy County Counsel
Contracts Division

Cc: Phil Ansell
Katherine Bowser
Peter Loo
Max Stevens

DATA CERTIFICATION

I, Dr. Daniel Flaming, certify and confirm that neither I, Economic Roundtable, or any employees or agents of Economic Roundtable (collectively, "ERT"), have in our possession, in any format (whether electronic, printed or stored on harddrives or portable media), any data provided under each of the agreements below (collectively, "Agreements"). All data under the Agreements have either been destroyed by ERT, or returned to each of the respective parties, whether it be the County of Los Angeles, California Employment Development Department (EDD) or California Department of Social Services (CDSS). The Agreements I am referring to are as follows:

1. EDD Agreement No. M280738, Executed by Daniel Flaming for ERT on May 2, 2002;
2. MOU Between ERT and County, Executed by Daniel Flaming for ERT on October 28, 2002;
3. MOU Between EDD, ERT and County, Executed by Daniel Flaming for ERT on January 3, 2007, with a series of Addendums;
4. Agreement 07-3038 with California Department of Social Services and ERT, Executed by Daniel Flaming for ERT on August 9, 2007; and
5. Prospective Consultant Data Use Protocol with County, Executed by Daniel Flaming for ERT on June 16, 2017.

I hereby certify and confirm that the above statements are true and correct.

Signed: _____
Print Full Name: _____
Date of Execution: | _____