

MADERA COUNTY MASTER CONTRACT NO. 008
(Department of Social Services – Professional Services)

AGREEMENT

1. **PURPOSE.** COUNTY hereby engages CONTRACTOR to provide services to COUNTY as set forth in the Master Contract Cover Sheet.

2. **SERVICES AND TERM.** The services (including any program plans and necessary exhibits) and the term of services to be provided are set forth in the cover sheet.

2.01 **Deviations From Program Plans.** Unless otherwise stated on the cover page, deviations from program plans shall be handled as follows: no deviations from the program plans shall be made by CONTRACTOR without first obtaining written authorization from COUNTY. If it is necessary for CONTRACTOR to immediately modify its performance under this Agreement in order to provide the services contemplated herein, such changes may be implemented at the CONTRACTOR's sole risk pending approval in writing by COUNTY.

3. **MODIFICATION.** Any provisions of this Agreement may be amended or modified from time to time by the written consent of both parties without, in any way, affecting the remainder of the Agreement.

4. **FURTHER ASSURANCES.** Each party agrees to execute any additional documents and to perform any further acts that may be reasonably required to affect the purposes of this Agreement.

5. **COMPENSATION.** The specific terms of compensation for services to be provided are set forth in the cover page to this Agreement. The following general terms of compensation apply unless specifically modified in the cover page:

5.01 **Billings and Payment.** CONTRACTOR shall submit invoices to COUNTY monthly addressed to COUNTY Department of Social Services at the address designated on the cover page. Payments by COUNTY shall be monthly, in arrears, for services provided during the preceding month, within ten (10) business days after receipt, verification and approval of CONTRACTOR's invoices by COUNTY.

5.01.01 **Basis for Claims.** Claims for payment shall be based on complete and timely documentation.

- 5.01.02 **Certification for Services Provided.** CONTRACTOR shall certify that all claims for payment meet reimbursement criteria as defined by applicable federal or state laws and regulations.
- 5.01.03 **Audit of Invoices/Disallowances.** Each invoice is subject to audit, and COUNTY may be making payments on invoices in advance of such audits. In the event that an invoice is disapproved for payment, COUNTY may, at its sole discretion, withhold compensation or set off from other payments due to CONTRACTOR in the amount of said disapproved invoices. COUNTY shall have the right to demand of CONTRACTOR the repayment to COUNTY of any funds disbursed to CONTRACTOR under this Agreement which, in the judgment of COUNTY, were not expended in accordance with the terms of this Agreement. CONTRACTOR shall promptly refund any such funds upon demand.
- 5.01.04 **Deviations from Budget.** No deviation from the program budget will be processed for payment until a written budget modification request form is received and approved by COUNTY. All deviations from the program budget must conform to federal, state, and county contracting requirements. Any questions of conformity will be clarified prior to payment of approved costs.
- 5.01.05 **Grievance Procedure.** CONTRACTOR may appeal to COUNTY a denied or reduced request for COUNTY authorization for payment for services rendered. The written appeal shall be submitted to COUNTY within thirty (30) calendar days of the postmark date of the notification of the denial of payment. Final determination of all appeals shall be made by COUNTY Director of Social Services. All

appeals of adverse decisions shall be submitted to the address specified on the cover page.

6. **LICENSES.** CONTRACTOR shall, at all times during the term of this Agreement, maintain all necessary valid licenses to practice in the State of California and shall conform to accepted professional standards in the delivery of services pursuant to this Agreement.

7. **TERMINATION.** In the event of expiration or termination of this Agreement for whatever reason, all records and reports prepared and/or maintained by CONTRACTOR in performing under this Agreement shall be disposed of in accordance with direction from COUNTY. Upon termination of this Agreement, COUNTY shall have no further liability to CONTRACTOR except for payment for services performed by CONTRACTOR prior to the date of termination.

7.01 **Termination or Modification Due to Non-Allocation of Funds.** The terms of this Agreement and the services to be provided hereunder are contingent upon the approval of funds by the appropriating government agency. In the event that funding from the applicable State Department for this program ceases or is decreased, authorization from the applicable State Department for funding allocation for this program is terminated, or subsequently enacted federal or state legislation, regulation, policy or procedure reduces or abolishes funding for this Program or otherwise renders performance of the provisions of the Agreement substantially more difficult, this Agreement may be terminated or modified by the parties hereto in writing. If the parties cannot reach an agreement regarding modifications which would permit performance under this Agreement to continue, the Agreement will automatically terminate. COUNTY shall give CONTRACTOR thirty (30) days advance written notice of its intention to terminate or modify the Agreement pursuant to this provision, specifying the date of termination.

7.02 **Breach of Contract.**

7.02.01 **Suspension/Termination for Cause.** COUNTY may immediately suspend or terminate this Agreement, in whole or in part, where, in the determination of COUNTY, any of the following occur:

- (a) CONTRACTOR commits any material breach of this Agreement;
- (b) CONTRACTOR fails to maintain all necessary licenses in the State of California in good standing;
- (c) CONTRACTOR fails to obtain and maintain all necessary insurance policies and endorsements;
- (d) it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to CONTRACTOR's performance pursuant to this Agreement;
- (e) CONTRACTOR becomes insolvent, files for bankruptcy, or has a receiver appointed for its assets;
- (f) a substantially incorrect or incomplete report submitted to COUNTY;
- (g) improperly performed service;
- (h) exclusion of CONTRACTOR from participation in state or federal programs under the Social Security Act;
- (i) an illegal or improper use of funds.

7.02.02

Waiver of Breach. No waiver by COUNTY of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. In no event shall any payment by COUNTY constitute a waiver by

COUNTY of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default.

7.03 **Termination Without Cause.** Under circumstances other than those set forth above, this Agreement may be terminated by either party upon the giving of sixty (60) days advance written notice of an intention to terminate pursuant to this provision, specifying the date of termination.

8. **INDEPENDENT CONTRACTOR.** This Agreement is by and between COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services under this Agreement. COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. Notwithstanding this independent contractor relationship, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

8.01 **Workers Compensation.** CONTRACTOR understands and agrees that all persons performing work under this Agreement are solely employees of CONTRACTOR, and not of COUNTY, for purposes of worker's compensation liability. CONTRACTOR shall be solely liable and responsible for furnishing any and all worker's compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of CONTRACTOR under this Agreement.

8.02 **No Rights to COUNTY Benefits.** CONTRACTOR shall be solely liable and responsible for providing all compensation and benefits to, or on behalf of, all persons performing work pursuant to this Agreement. COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel

provided by or on behalf of CONTRACTOR. Because of CONTRACTOR's status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to COUNTY employees.

9. **Provide Drug Free Workplace.** Contractor will comply with the requirements of the Drug-Free Work Place Act of 1990, Government Code section 8350 et seq., and will provide a drug-free work place by taking the following actions:

9.01 **Publish Statement.** Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibitions as required by Government Code section 8355(a).

9.02 **Establish Awareness Program.** Establish a drug free awareness program as required by Government Code section 8355(b) to inform employees about: 1) the dangers of drug abuse in the work place; 2) the person's or organization's policy of maintaining a drug free work place; 3) available drug counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse violations.

9.03 **Employee Notification/Agreement.** Require, as provided by Government Code section 8355(c), that every employee engaged in the performance of this Agreement: 1) be given a copy of CONTRACTOR's drug-free policy statement; and 2) as a condition of providing services pursuant to this Agreement, agree to abide by the terms of the statement.

10. **CLEAN AIR AND WATER.** In the event the funding under this Agreement exceeds one hundred thousand and no/100 Dollars (\$100,000.00), CONTRACTOR shall comply with all applicable standards, orders or requirements issued under the Clean Air Act contained in 42 U.S. Code 7601 et seq; the Clean Water Act contained in 33 U.S. Code 1368 et seq.; and any standards, laws and regulations promulgated thereunder. Under these laws and regulations, CONTRACTOR shall assure:

10.01 No facility shall be utilized in the performance of the Agreement that has been listed on the Environmental Protection Agency (EPA) list of Violating Facilities;

10.02 COUNTY shall be notified prior to execution of this Agreement of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA indicating that a facility to be utilized in the performance of this Agreement is under consideration to be listed on the EPA list of Violating Facilities;

10.03 COUNTY and U.S. EPA shall be notified about any known violation of the above laws and regulations; and

10.04 This assurance shall be included in every nonexempt sub-grant, contract, or subcontract.

11. **POLITICAL ACTIVITY.** None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office.

12. **LOBBYING ACTIVITY.** None of the funds provided under this Agreement shall be used for publicity, lobbying or propaganda purposes designed to support or defeat legislation pending in the Congress of the United States of America or the Legislature of the State of California.

13. **STATE ENERGY CONSERVATION.** CONTRACTOR must comply with the mandatory standard and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with 42 United States (US) Code sections 6321, et.seq.

14. **FRATERNIZATION.** CONTRACTOR shall establish procedures addressing fraternization between CONTRACTOR's staff and clients. Such procedures will include provisions for informing CONTRACTOR's staff and clients regarding fraternization guidelines.

15. **ASSURANCES OF NON-DISCRIMINATION.** CONTRACTOR expressly agrees not to differentiate nor discriminate in employment or the provision of services on the basis of race, color, national origin, ancestry, religion, sex, marital status, medical condition, mental or physical disability, sexual orientation, age, or any other basis protected by federal and California law.

16. **REPORTING OF PATIENT/CLIENT ABUSE.**

- 16.01 **Elders and Dependent Adults Abuse.** CONTRACTOR shall comply with Welfare and Institutions Code section 15630 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults under the care of CONTRACTOR either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by Welfare and Institutions Code sections 15630, 15631 and 15632. CONTRACTOR shall make this report on such abuse and shall submit all required information in accordance with Welfare and Institutions Code sections 15630, 15633 and 15633.5.
- 16.02 **Minor Children Abuse.** CONTRACTOR shall comply with California Penal Code section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective services agency, as mandated by Penal Code sections 11164, 11165.8 and 11166. CONTRACTOR shall make the report on such abuse and shall submit all required information in accordance with Penal Code sections 11166 and 11167.

17. **NON-ASSIGNMENT.** Unless otherwise provided in the cover page to this Agreement, neither party shall assign, transfer, or subcontract this Agreement nor their rights or duties under this Agreement without the prior written consent of the other party. Any assignment, transfer or delegation of duties made by CONTRACTOR in violation of this provision shall be a material breach of the Agreement and shall render it void and of no force or effect. If CONTRACTOR desires to subcontract, CONTRACTOR shall provide the following information at COUNTY's request:

- 17.01 A description of the work to be performed by the subcontractor;
- 17.02 A draft copy of the proposed subcontract;
- 17.03 Other pertinent information and/or certifications or licenses required by COUNTY.

CONTRACTOR shall remain fully responsible for all performances required of it under this Agreement, including those that CONTRACTOR has determined to subcontract, notwithstanding COUNTY's approval of CONTRACTOR's proposed subcontract. COUNTY's consent to subcontract shall not waive COUNTY's right to prior and continuing approval of any and all personnel, including subcontractor employees,

providing services under this Agreement, and CONTRACTOR is responsible for notifying its subcontractors of this right.

18. **INDEMNIFICATION.** CONTRACTOR agrees to indemnify, save, hold harmless and, at COUNTY's request, defend COUNTY, its officers, agents and employees from any and all costs, expenses, damages, liabilities, claims and losses occurring or resulting to COUNTY in connection with the performance or failure to perform by CONTRACTOR under this Agreement, and from any and all costs, expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance or failure to perform by CONTRACTOR under this Agreement. CONTRACTOR shall indemnify and hold COUNTY harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were CONTRACTOR's employees.

19. **INSURANCE.** At all times during this Agreement, CONTRACTOR shall obtain and maintain insurance policies as specified in the cover sheet. If insurance is required, CONTRACTOR shall furnish COUNTY with a Certificate of Insurance (or Certificate of Self Insurance) with original endorsements demonstrating the insurance coverage required by this Agreement, together with a certified copy of each such insurance policy. The certificates and endorsements for each insurance policy are to be signed by the person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provide or approved by COUNTY and are to be received and approved by COUNTY and attached to the cover sheet prior to execution of the Agreement. The required insurance policies shall not be cancelled without at least thirty (30) days advance written notice to COUNTY. Upon expiration of the certification or other proof of insurance for any of the foregoing policies, CONTRACTOR shall provide to COUNTY a new certification or other proof of insurance which contains the new expiration date for the insurance policy. All required policies are to contain, or be endorsed to contain, the following provisions:

19.01 The coverage is primary with respect to COUNTY and its agents, officers, and employees.

19.02 The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, and employees.

19.03 Any insurance or self-insurance maintained by COUNTY, its agents, officers, and employees shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

19.04 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its agents, officers and employees.

19.05 Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except with respect to the limits of the insurer's liability.

20. **RECORDS, REPORTING, AUDITS.**

20.01 **Records.** CONTRACTOR agrees to maintain complete and accurate records with respect to the services rendered and the costs incurred under the Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Records shall be maintained in accordance with state and federal regulations and as required by COUNTY.

20.02 **Reports.** CONTRACTOR agrees to complete and submit all forms and reports as required by COUNTY.

20.03 **Audits and Inspections.** CONTRACTOR shall, at any time during normal business hours and as often as deemed necessary, make available to COUNTY, the Controller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives, for examination all of his records and data with respect to the matters covered by this Agreement. Authorized agencies shall maintain the confidentiality of such records in accordance with applicable laws and regulations. CONTRACTOR shall make such records available for audit and inspection for a period of five (5) years from the date of final payment under this Agreement.

21. **PUBLIC RECORDS ACT.** Any documents submitted by CONTRACTOR, all information obtained in connection with COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to the "RECORDS, REPORTING, AUDITS" section of this Agreement, and those documents which were required to be submitted in response to the solicitation process

for this Agreement, become the exclusive property of COUNTY, and shall be regarded as public records under the California Public Records Act, Government Code section 6250 et.seq. (hereinafter "CPRA"). Exceptions to disclosure will be those provided in the CPRA and which are marked "trade secret," "confidential," or "proprietary." COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event COUNTY is required to defend an action on a CPRA request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," CONTRACTOR agrees to defend and indemnify COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the CPRA.

22. **CONFLICT OF INTEREST.** No COUNTY employee whose position with COUNTY enables such employee to influence the award of this Agreement or any competing agreement, and no spouse, registered domestic partner or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Agreement. CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this section shall be a material breach of this Agreement.

23. **COMPLIANCE WITH LAWS/POLICIES.** CONTRACTOR shall at all times perform the duties to be provided under this Agreement to the best of its ability and in accordance all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

24. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and interpreted under the laws of the State of California. Further, this Agreement shall be governed by, and construed in accordance with, all laws, regulations and obligations

of COUNTY under its agreement with the State. Venue for all disputes shall be in the Madera County Superior Court. CONTRACTOR waives any right to remove a dispute to federal court.

25. **ENTIRE AGREEMENT.** These Standard Contractual Clauses and Master Contract Cover Sheet, and any exhibits specified in the Master Contract Cover Sheet and attached thereto and incorporated by reference, shall constitute the entire agreement between CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes in its entirety all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. No part of this Agreement may be modified without the written consent of both parties, and unilateral amendment by CONTRACTOR shall be a material breach of this Agreement.

26. **COUNTY'S RIGHTS NOT WAIVED BY PAYMENTS.** In no event shall the making by COUNTY of any payment to CONTRACTOR constitute, or be construed as, a waiver by COUNTY of any breach of covenant, or of any default which may then exist, on the part of CONTRACTOR. The making of any such payment by COUNTY, while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving CONTRACTOR from its full responsibility under this Agreement.

27. **CULTURAL COMPETENCE.** CONTRACTOR shall use a set of professional skills, behaviors, attitudes and policies that enable the system, or those participating in the system, to work effectively in meeting the cross-cultural needs of COUNTY's clients.

28. **SEVERABILITY.** Unless material to this Agreement, any provision, clause, or part herein found to be illegal or unenforceable shall not affect the legality of any other provision, clause, or part, nor the Agreement itself.

29. **SECTION HEADINGS.** Both parties agree that section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions of this Agreement.

30. **NOTICES.**

30.01 **Delivery of Notice.** Any and all notices between COUNTY and CONTRACTOR provided for or permitted under this Agreement or by law shall be in writing and shall be deemed to be duly served when personally delivered to one of the parties or, in lieu of such personal delivery, when deposited in the United States mail, postage prepaid, addressed to such party.

30.02 **Change of Address/Telephone Number.** Written notice of any change of address and/or telephone number shall be given to the other party within five (5) business days of said change.

30.03 **Authorized Persons.** The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY

Hubert Walsh, Director
Madera County Department
of Social Services
P.O. Box 569
Madera, CA 93639

CONTRACTOR

(as specified on cover sheet)

With copy to

Tanna G. Boyd, Chief Clerk
Madera County Board of Supervisors
200 West Fourth Street
Madera CA 93637

31. **TIME OF THE ESSENCE.** Time shall be of the essence in the performance of this Agreement.

32. **COMPLIANCE WITH HIPAA.** If otherwise required and marked as such on the Master Contract Cover Sheet, CONTRACTOR shall comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) for maintenance and transmission of health information that identifies individual clients. Information which is protected by HIPAA includes all medical records and other individually identifiable health information held or disclosed in any form, whether communicated electronically, on paper, or orally. CONTRACTOR will employ appropriate safeguards to prevent the use or disclosure of any information which is protected by HIPAA in any manner not set forth under this Agreement or for purposes

other than treatment, consultation, referral or payment. It is understood by CONTRACTOR and COUNTY that any part of the privacy or security regulations contained in HIPAA may, during the term of this Agreement, be modified by Congress or by the United States Department of Health and Human Services or may be interpreted by a court in a manner impacting compliance. Should such an event occur, the HIPAA privacy and security regulations as modified or interpreted shall be incorporated into this Agreement and shall become the standard for compliance with the regulations. The provisions of this section are self-executing upon change(s) to the HIPAA privacy or security regulations by any event referenced above.

33. **PATIENTS' RIGHTS.** The parties to this Agreement shall comply with applicable laws, regulations and state policies relating to patients' rights.

34. **REMEDY FOR BREACH AND RIGHT TO CURE.** Notwithstanding anything else in this Agreement to the contrary, if CONTRACTOR fails to perform any obligation of this Agreement, COUNTY may itself perform, or cause the performance of such agreement or obligation. In that event, CONTRACTOR will, on demand, fully reimburse COUNTY for all such expenditures. Alternatively, COUNTY, at its option, may deduct from any funds owed to CONTRACTOR the amount necessary to cover any expenditures under this provision. This is in addition to any other remedies available to COUNTY by law or as otherwise stated in this Agreement.

35. **ADMINISTRATION OF AGREEMENT.** This Agreement shall be administered for COUNTY by COUNTY Director of Social Services.

36. **AUTHORIZATION WARRANTY.** CONTRACTOR represents and warrants that the person executing this Agreement on CONTRACTOR's behalf is an authorized agent who has actual authority to bind CONTRACTOR to the terms and conditions of this Agreement.

37. **ATTORNEY'S FEES.** In the event of a dispute between the parties, the prevailing party shall be entitled to reasonable attorney's fees from the losing party.

38. **CONFIDENTIALITY OF INFORMATION.**

38.01 **Protection of Confidential Information.** Notwithstanding any other provision of this Agreement, names, identifying numbers, symbols, or other identifying particulars of persons receiving public social services, mental health services, and substance abuse treatment services are confidential and are to be protected from unauthorized disclosure in

accordance with applicable federal and state law and regulation. For the purpose of this Agreement, all information, records, data and data elements collected and maintained for the operation of this Agreement and pertaining to recipients of social services shall be protected by CONTRACTOR from unauthorized disclosure.

38.02 Use of Confidential Information. With respect to any identifiable recipient information obtained by CONTRACTOR under this Agreement, CONTRACTOR shall:

- 38.02.01 not use any such information for any purpose other than carrying out the express terms of this Agreement;
- 38.02.02 promptly transmit to COUNTY all requests for disclosure of such information;
- 38.02.03 not disclose, except as otherwise specifically permitted by this Agreement, any such information to any party without prior written authorization by COUNTY specifying that the information may be released; and
- 38.02.04 at the discretion of COUNTY, return all such information to COUNTY or maintain such information according to written procedures obtained from COUNTY, at the expiration or termination of this Agreement.

39. COMPLIANCE WITH MEDI-CAL DATA PRIVACY AND SECURITY. Personally Identifiable Information, or "PII" is the information which can be used, alone or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files. COUNTY requires that CONTRACTOR and any agents, including contractors and subcontractors, which assist the COUNTY Department in its Medi-Cal functions and to which the COUNTY Department provides either direct or tangential access to PII agree to the same privacy and security safeguards as are contained in the Agreement between the Department of Health Care Services and the COUNTY, known as Madera County Contract Number 8728-C-2008 (available on-line at the County of Madera website). A true and correct copy of the required confidentiality statement shall be attached to the cover page. The cover page to this Agreement shall specify whether the provisions of this section shall apply.

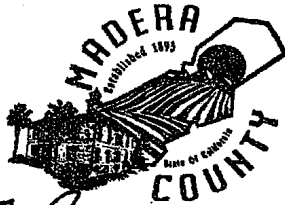
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IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and year first above-written.

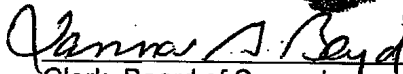
COUNTY OF MADERA


Chairman, Board of Supervisors

3/17/2009



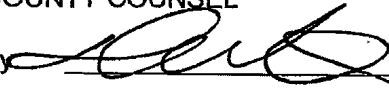
ATTEST:


Clerk, Board of Supervisors

Approved as to Form:
RISK MANAGEMENT

By: 

Approved as to Legal Form:
COUNTY COUNSEL

By: 

ACCOUNT NUMBER(S)

CONFIDENTIALITY STATEMENT

CONFIDENTIALITY OF RECORDS – OBJECTIVE AND SCOPE

In accordance with Welfare and Institutions Code (W&IC) section 10850 and 45 CFR section 205.50(a), these regulations were created to protect the applicants and recipients against identification, exploitation or embarrassment that could result from the release of information identifying them as having applied for or having received public assistance. They also outline under what circumstances and to whom such information may be released. These regulations pertain to all records, papers, files and communication pertaining to the following public social service programs, both aid and services, administered or supervised by the State Department of Social Services (SDSS), AFDC (including GAIN and Child Welfare Services), APSB, SSP (all segments), and Title XX, unless otherwise indicated. These regulations bind public and private agencies with whom the county contracts to perform any part of the covered public social service programs. The SDSS programs not covered by these regulations have their own rules regarding records and confidentiality which are to be referred to when dealing with such records, e.g., food stamps in Section 63-201.3 and Adopting to Title 22 of the California Administrative Code. The term public social services programs is defined as both assistance and social services programs administered or supervised by SDSS or the State Department of Health Services.

INFORMATION THAT IS CONFIDENTIAL: Names, addresses and all other information concerning the circumstances of any individual for whom or about whom information is obtained is confidential and shall be safeguarded. This is true of all information whether written or oral.

No disclosure of any information, obtained by a representative, agent or employee of the county, in the course of discharging his or her duties, shall be made, directly or indirectly other than in the administration of public social service programs. (This includes acknowledgment by a welfare department receptionist or telephone operator that a person is receiving assistance.)

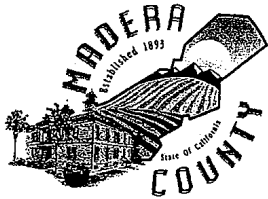
Disclosure of information which identifies by name or address any applicant or recipient of public social services to federal, state or local legislative bodies and their committees without such applicant or recipient's consent is prohibited.

Such bodies include the United States Congress, the California State Senate and Assembly, City Councils and County Board of Supervisors. Exceptions to this rule are found in Section 19-004 of this division regarding audits and MPP Section 25-480, concerning discharge of accounts.

Both the release and possession of confidential information on the violation of the rules of this division are misdemeanors.

Employee/Trainee Signature: _____ Date: _____

Signature of Interviewer: _____ Date: _____



BOARD OF SUPERVISORS COUNTY OF MADERA

MADERA COUNTY GOVERNMENT CENTER
200 WEST FOURTH STREET / MADERA, CALIFORNIA 93637
(559) 675-7700 / FAX (559) 673-3302 / TDD (559) 675-8970

MEMBERS OF THE BOARD

FRANK BIGELOW
VERN MOSS
RONN DOMINICI
MAX RODRIGUEZ
TOM WHEELER

TANNA G. BOYD, Chief Clerk of the Board

File No: 08035

Agreement No. 8728-C-2008

Date: September 2, 2008

In the Matter of **CONSIDERATION OF ENTERING INTO AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES FOR MEDI-CAL DATA PRIVACY AND SECURITY TO HAVE CONTINUED ACCESS TO THE FEDERAL SOCIAL SECURITY ADMINISTRATION (SSA) DATA RELATED TO SOCIAL SECURITY BENEFICIARIES INFORMATION, SOCIAL SERVICES DEPARTMENT.**

Upon motion of Supervisor Moss, seconded by Supervisor Bigelow, it is ordered that the attached be and it is hereby adopted as shown, and the Chairman is authorized to execute said agreements.

I hereby certify that the above order was adopted by the following vote, to wit:

AYES: Supervisors Bigelow, Moss, Dominici and Rodriguez.
NOES: None.
ABSTAIN: None.
ABSENT: Supervisor Wheeler.

Distribution:

- Auditor
- CAO
- ✓ Social Services
- California Department of Health Care Services
- Pending (Signature)
- Log
- Granicus

ATTEST: TANNA G. BOYD, CLERK
BOARD OF SUPERVISORS

By *Tanna G. Boyd*
Deputy Clerk



BOARD OF SUPERVISORS COUNTY OF MADERA

MADERA COUNTY GOVERNMENT CENTER
200 WEST FOURTH STREET / MADERA, CALIFORNIA 93637
(559) 675-7700 / FAX (559) 673-3302 / TDD (559) 675-8970

MEMBERS OF THE BOARD

FRANK BIGELOW
VERN MOSS
RONN DOMINICI
MAX RODRIGUEZ
TOM WHEELER

TANNA G. BOYD, Chief, Clerk of the Board

September 3, 2008

California Department of Health Care Services
Attn: Manuel Uribna
Security Unit, Medi-Cal Eligibility Division
1501 Capitol Avenue, 71.4063, MS 4607
P.O. Box 997417
Sacramento, CA 95899-7417

Dear Mr. Uribna:

Enclosed are four original agreements for Madera County Contract No. 8728-C-2008, for Medi-Cal Data Privacy and Security to have continued access to the federal social security administration (SSA) data related to social security beneficiaries information.

Please have all originals executed and return one completed original to this office.

Upon receipt of the completed original, we will process the agreement. If you should have any questions, please do not hesitate to contact this office.

Sincerely,

Sarah Anderson
Deputy Clerk

Enclosures
File No. 08035

**MEDI-CAL DATA PRIVACY AND SECURITY
AGREEMENT BETWEEN
The California Department of Health Care Services
and the County of MADERA, Department of SOCIAL SERVICES**

PREAMBLE

The California Department of Health Care Services (DHCS) and the County of MADERA, Department of SOCIAL SERVICES ("County Department") enter into this Medi-Cal Data Privacy and Security Agreement ("Agreement") in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (PII).

DHCS receives federal funding to administer the Medi-Cal program. DHCS provides funding to the County Department in exchange for the County Department's assistance in administering the Medi-Cal program.

This Agreement covers the County of MADERA, Department of SOCIAL SERVICES workers that assist in the administration of the Medi-Cal program; and access, use, or disclose Medi-Cal PII. For the purpose of this Agreement, the following terms mean:

1. "Assist in the Administration of the Medi-Cal Program" is performing an administrative function on behalf of Medi-Cal, such as determining eligibility or case managing IHSS (In-Home Supportive Services) clients; and
2. "Medi-Cal PII" is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining Medi-Cal eligibility or conducting IHSS operations, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper.

AGREEMENTS

NOW THEREFORE, DHCS and the County Department mutually agree as follows:

I. PRIVACY AND CONFIDENTIALITY

- A. County Department workers covered by this Agreement ("County Workers") may use or disclose Medi-Cal PII only to perform functions, activities or services directly related to the administration of the Medi-Cal program in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq, or as required by law. For example, County Workers performing eligibility determinations may generally only use or disclose Medi-Cal PII to

determine eligibility for individuals applying for Medi-Cal. County Workers assisting in the administration of the In-Home Supportive Services (IHSS) program may generally use or disclose Medi-Cal PII only to perform administrative functions essential to the operation of the IHSS program. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. No County Worker shall duplicate, disseminate or disclose Medi-Cal PII except as allowed in this Agreement.

- B. Access to Medi-Cal PII shall be restricted to only County Workers who need the Medi-Cal PII to perform their official duties in connection with the administration of the Medi-Cal program.
- C. County Workers who access, disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

II. EMPLOYEE TRAINING AND DISCIPLINE

The County Department agrees to advise County Workers who have access to Medi-Cal PII of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the County Department shall:

- A. Train and use reasonable measures to ensure compliance with the requirements of this Agreement by County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII; and take corrective action against such County Workers who intentionally violate any provisions of this Agreement, up to and including by termination of employment. In complying with this requirement, the County Department agrees to:
 - 1. Provide privacy and security awareness training to each new County Worker within 30 days of employment and thereafter provide ongoing reminders of the privacy and security safeguards in this Agreement to all County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII.
 - 2. Maintain records indicating each County Worker's name and the date on which the initial privacy and security awareness training was completed.
 - 3. Retain training records for inspection for a period of three years after completion of the training.

III. MANAGEMENT OVERSIGHT AND MONITORING

The County Department agrees to:

- A. Establish and maintain ongoing management oversight and quality assurance for monitoring workforce compliance with the privacy and security safeguards in this Agreement when using or disclosing Medi-Cal PII.
- B. Ensure that ongoing management oversight includes periodic self-assessments and randomly sampling work activity by County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. DHCS shall provide the County Department with information on MEDS usage indicating any anomalies for investigation and follow-up.
- C. Ensure that these management oversight and monitoring activities are performed by County Workers whose job functions are separate from those who use or disclose Medi-Cal PII as part of their routine duties.

IV. CONFIDENTIALITY STATEMENT

The County Department agrees to ensure that all County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII sign a confidentiality statement. The statement shall include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement shall be signed by the County Worker prior to access to Medi-Cal PII.

V. PHYSICAL SECURITY

The County Department shall ensure that Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. The County Department agrees to safeguard Medi-Cal PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of County Department facilities where County Workers assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. The County Department shall ensure that these secure areas are only accessed by authorized individuals with properly coded key cards, authorized door keys or access authorization; and access to premises is by official identification.
- B. Ensure that there are security guards or a monitored alarm system with or without security cameras 24 hours a day, 7 days a week at County Department facilities and leased facilities where a large volume of Medi-Cal PII is stored.
- C. Issue County Workers who assist in the administration of the Medi-Cal program identification badges and require County Workers to wear these badges at County Department facilities where Medi-Cal PII is stored or used.
- D. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices in facilities which are multi-use,

meaning that there are County Department and non-County Department functions in one building in work areas that are not securely segregated from each other. The County Department shall have policies which indicate that County Workers are not to leave records with Medi-Cal PII unattended at any time in vehicles or airplanes and not to check such records in baggage on commercial airplanes.

- E. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing Medi-Cal PII.

VI. COMPUTER SECURITY SAFEGUARDS

The County Department agrees to comply with the general computer security safeguards, system security controls, and audit controls in this section.

General Computer Security Safeguards

In order to comply with the following general computer security safeguards, the County Department agrees to:

- A. Encrypt portable computer devices, such as laptops and notebook computers that process and/or store Medi-Cal PII, with a solution using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution. One source of recommended solutions is specified on the California Strategic Sourced Initiative (CSSI) located at the following link: www.pd.dgs.ca.gov/masters/EncryptionSoftware.html. The County Department shall use an encryption solution that is full-disk unless otherwise approved by DHCS.
- B. Encrypt workstations where Medi-Cal PII is stored using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- C. Ensure that only the minimum necessary amount of Medi-Cal PII is downloaded to a laptop or hard drive when absolutely necessary for current business purposes.
- D. Encrypt all electronic files that contain Medi-Cal PII when the file is stored on any removable media type device (i.e. USB thumb drives, floppies, CD/DVD, etc.) using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- E. Ensure that all emails sent outside the County Department's e-mail environment that include Medi-Cal PII are sent via an encrypted method using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- F. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have a commercial third-party anti-virus software solution and are updated when a new anti-virus definition/software release is available.

- G. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have current security patches applied and up-to-date.
- H. Ensure that all Medi-Cal PII is wiped from systems when the data is no longer legally required. The County Department shall ensure that the wipe method conforms to Department of Defense standards for data destruction.
- I. Ensure that any remote access to Medi-Cal PII is established over an encrypted session protocol using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI. The County Department shall ensure that all remote access is limited to minimum necessary and least privilege principles.

System Security Controls

In order to comply with the following system security controls, the County Department agrees to:

- J. Ensure that all County Department systems containing Medi-Cal PII provide an automatic timeout after no more than 20 minutes of inactivity.
- K. Ensure that all County Department systems containing Medi-Cal PII display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User shall be directed to log off the system if they do not agree with these requirements.
- L. Ensure that all County Department systems containing Medi-Cal PII log successes and failures of user authentication and authorizations granted. The system shall log all data changes and system accesses conducted by all users (including all levels of users, system administrators, developers, and auditors). The system shall have the capability to record data access for specified users when requested by authorized management personnel. A log of all system changes shall be maintained and be available for review by authorized management personnel.
- M. Ensure that all County Department systems containing Medi-Cal PII use role based access controls for all user authentication, enforcing the principle of least privilege.
- N. Ensure that all County Department data transmissions over networks outside of the County's control are encrypted end-to-end using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI, when transmitting Medi-Cal PII. The County Department shall encrypt Medi-Cal PII at the minimum of 128 bit AES or 3DES (Triple DES) if AES is unavailable.

- O. Ensure that all County Department systems that are accessible via the Internet or store Medi-Cal PII actively use either a comprehensive third-party real-time host based intrusion detection and prevention program or be protected at the perimeter by a network based IDS/IPS solution.

Audit Controls

In order to comply with the following audit controls, the County Department agrees to:

- P. Ensure that all County Department systems processing and/or storing Medi-Cal PII have at least an annual system security review. The County Department review shall include administrative and technical vulnerability assessments.
- Q. Ensure that all County Department systems processing and/or storing Medi-Cal PII have an automated audit trail, which includes the initiator of the request, along with a time and date stamp for each access. These logs shall be read-only and maintained for a period of at least three (3) years. There shall be a routine procedure in place to review system logs for unauthorized access. The County Department shall investigate anomalies identified by interviewing County Workers and witnesses and taking corrective action, including by disciplining County Workers, when necessary.
- R. Maintain an automated audit trail record identifying either the individual worker or the system process that initiated a request for information from the Social Security Administration (SSA) for its systems, such as IEVS. Individual audit trail records shall contain the data needed to associate each query transaction to its initiator and relevant business purpose (that is, the client record for which SSA data was accessed) and each transaction shall be time and date stamped. Access to the audit file shall be restricted to authorized users with a need to know and the audit file data shall be unalterable (read only) and maintained for a minimum of three years.
- S. Investigate anomalies in MEDS usage identified by DHCS and report conclusions of such investigations and remediation to DHCS.
- T. Exercise management control and oversight, in conjunction with DHCS, of the function of authorizing individual user access to SSA data and MEDS and over the process of issuing and maintaining access control numbers and passwords.
- U. Ensure that all County Department systems processing and/or storing Medi-Cal PII have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

VII. PAPER DOCUMENT CONTROLS

In order to comply with the following paper document controls, the County Department agrees to:

- A. Dispose of Medi-Cal PII in paper form through confidential means, such as cross cut shredding and pulverizing.
- B. Not remove Medi-Cal PII from the premises of the County Department except for identified routine business purposes or with express written permission of DHCS.
- C. Not leave faxes containing Medi-Cal PII unattended and keep fax machines in secure areas. The County Department shall ensure that faxes contain a confidentiality statement notifying persons receiving faxes in error to destroy them. County Workers shall verify fax numbers with the intended recipient before sending.
- D. Use a secure, bonded courier with signature of receipt when sending large volumes of Medi-Cal PII. The County Department shall ensure that disks and other transportable media sent through the mail are encrypted using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

VIII. NOTIFICATION AND INVESTIGATION OF BREACHES

The County Department agrees to:

- A. Notify DHCS immediately by telephone call or e-mail upon the discovery of a breach of security of Medi-Cal PII in computerized form if the PII was, or is reasonably believed to have been, acquired by an unauthorized person; or within 24 hours by telephone call or e-mail of discovery of any other suspected security incident, intrusion, loss or unauthorized use or disclosure of PII in violation of this Agreement or the law. The County Department shall submit the notification to the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PII, the County Department shall notify DHCS by calling the DHCS ITSD Help Desk.

<p>DHCS Privacy Officer Privacy Officer c/o: Office of Legal Services Department of Health Care Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413</p> <p>Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646</p>	<p>DHCS Information Security Officer Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413</p> <p>Email: iso@dhcs.ca.gov Telephone: ITSD Help Desk (916) 440-7000 (800) 579-0874</p>
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- B. Ensure that the initial notification includes contact and component information; a description of the breach or loss with scope, numbers of files or records, type of equipment or media, approximate time and location of breach or loss; description of how the data was physically stored, contained, or packaged (e.g. password protected, encrypted, locked briefcase, etc.); whether any individuals or external organizations have been contacted; and whether any other reports have been filed.
- C. Take prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment.
- D. Investigate the breach and produce a written breach report within ten working days of the incident, detailing what data elements were involved; a description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PII; a description of where PII is believed to have been improperly transmitted, sent, or used; a description of the probable causes of the breach; a detailed corrective action plan including measures that were taken to halt and/or contain the breach. The County Department shall submit the breach report to the DHCS Privacy Officer and Information Security Officer.
- E. Notify individuals of the breach or unauthorized use or disclosure of Medi-Cal PII maintained by the County Department when notification is required under state or federal law. The County Department shall obtain the approval of the DHCS Privacy Officer for the time, manner and content of any such required notifications. County Department shall be responsible for the cost of such notification to the extent that such breach or unauthorized use or disclosure is due to the negligence or intentional misconduct of County Department. To the extent such breach or unauthorized use or disclosure is due to the negligence or intentional misconduct of DHCS, DHCS shall be responsible for notifying individuals and the County Department shall not be responsible for any costs of notification. If there is any question as to whether DHCS or the County Department is responsible for the breach, DHCS shall issue the notice and DHCS and the County Department shall subsequently determine responsibility for purposes of allocating the costs of such notices.

IX. COMPLIANCE WITH SSA AGREEMENT

The County Department agrees to comply with substantive privacy and security requirements in the Agreement between the Social Security Administration and DHCS, known as the 1137 Agreement, which is appended to and hereby incorporated into this Agreement (Exhibit A). The specific sections of the 1137 Agreement which contain substantive privacy and security requirements which are to be complied with by County Department are as follows: XI. Procedures for Security; XII. Safeguarding and Reporting Responsibilities for Personally Identifiable Information (PII); XIII. Procedures for Records Usage, Duplication, and Redisclosure Restrictions; and Attachment C, Information System Security Guidelines for Federal, State and Local Agencies Receiving Electronic Information from the Social Security Administration. If there is any conflict between a privacy and security standard in these sections of the 1137 Agreement and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means that standard which provides the greatest protection to data.

X. COMPLIANCE BY COUNTY DEPARTMENT AGENTS

The County Department shall require that any agents, including subcontractors, which assist the County Department in its Medi-Cal functions and to which the County Department provides PII, agree to the same privacy and security safeguards as are contained in this Agreement; and to incorporate, when applicable, the relevant provisions of this Agreement into each subcontract or sub-award to such agents or subcontractors.

XI. ASSESSMENTS AND REVIEWS

In order to enforce this Agreement and ensure compliance with its provisions, the County Department agrees to allow DHCS to inspect the facilities, systems, books and records of the County Department, with reasonable notice from DHCS, in order to perform assessments and reviews. Such inspections shall be scheduled at times that take into account the operational and staffing demands of the county. The County Department agrees to promptly remedy any violation of any provision of this Agreement and certify the same to the DHCS Privacy Officer and Information Security Officer in writing, or to enter into a written corrective action plan with DHCS containing deadlines for achieving compliance with specific provisions of this Agreement.

XII. DEADLINE FOR SUBSTANTIAL COMPLIANCE

- A. The County Department shall be in substantial compliance with this Agreement by no later than July 1, 2010.
- B. If, at any time, the county is unable to meet the security and privacy requirements imposed in this Agreement in the manner specified therein due to a lack of funding;

DHCS will work with the county to develop a Corrective Action Plan which can be implemented within the resources provided by the state for this purpose and which is intended to substantially meet those security and privacy requirements even if such requirements are met utilizing alternative or different methods than those specified in this Agreement.

- C. DHCS shall monitor corrective action plans which County Department develops to remediate gaps in security compliance under this Agreement and reassess compliance.

XIII. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS


In the event of litigation or administrative proceedings involving DHCS based upon claimed violations by the County Department of the privacy or security of Medi-Cal PII, or federal or state laws or agreements concerning privacy or security of Medi-Cal PII, the County Department shall make all reasonable effort to make itself and any subcontractors, agents, and County Workers assisting in the administration of the Medi-Cal program and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses. DHCS shall also make all reasonable efforts to make itself and any subcontractors, agents, and employees available to County Department at no cost to County Department to testify as witnesses, in the event of litigation or administrative proceedings involving the County Department based upon claimed violations by DHCS of the privacy or security of Medi-Cal PII, or state or federal laws or agreements concerning privacy or security of Medi-Cal PII.

XIV. SIGNATORIES

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement.

The authorized officials whose signatures appear below have committed their respective agencies to the terms of this Agreement effective this 2nd day of SEPTEMBER, 2008.

For the County of Madera, Department of Social Services



(Name) Ronn Dominici
(Title) Chairman

For the California Department of Health Care Services:

Stan Rosenstein
Chief Deputy Director
Health Care Programs

Exhibit A: Agreement between the Social Security Administration and the State of California, Department of Health Care Services with Attachment "Information System Security Guidelines for Federal, State and Local Agencies Receiving Electronic Information from the Social Security Administration".



State of California—Health and Human Services Agency
Department of Health Services



SANDRA SHEWRY
Director

ARNOLD SCHWARZENEGGER
Governor

June 29, 2007

TO: ALL COUNTY WELFARE DIRECTORS Letter No.: 07-14
ALL COUNTY WELFARE ADMINISTRATIVE OFFICERS
ALL COUNTY MEDI-CAL PROGRAM SPECIALISTS/LIAISONS
ALL COUNTY HEALTH EXECUTIVES
ALL COUNTY MENTAL HEALTH DIRECTORS
ALL COUNTY MEDS LIAISONS

SUBJECT: NEW STATE-FEDERAL AGREEMENT FOR CONTINUING ACCESS TO
FEDERAL SSA DATA IN MEDS

BACKGROUND

To access data from the federal Social Security Administration (SSA), the Department is required to enter into a data sharing agreement with the SSA and comply with all requirements in that agreement. As a result of recent directives from the federal Office of Management and Budget (OMB), the SSA made substantial changes in the data sharing agreement that will be effective July 1, 2007. The new agreement focuses on limiting access to SSA data to only authorized employees who need it to perform their official duties and the security procedures relating to protecting the privacy of SSA personally identifiable information.

PURPOSE

This letter transmits to the counties, the Agreement between the Department and the federal SSA regarding SSA data in the Medi-Cal Eligibility Data System (MEDS). Compliance with this Agreement is required by the SSA in order for the State and the counties to have continued access to SSA data related to Social Security beneficiaries

information. This Agreement requires the Department to perform oversight of the SSA data being accessed by multiple users throughout the state who are agents and contractors of the Department.

As agents of the State in the administration of the Medi-Cal program, counties must conform to the SSA's security and disclosure standards described in the enclosed Agreement. Further, as required under the agreement, the Department plans to monitor county compliance with these standards.

Counties should review the entire agreement including but not limited to:

- Page 5, item 28, definition of a "State Agency" to include county employees
- Pages 17-19, Section XII, "Safeguarding and Reporting Responsibilities for Personally Identifiable Information"
- Pages 19-22, Section XIII, "Procedures for Records Usage, Duplication, and Redisclosure Restrictions"

In addition, counties should immediately report the loss or suspected loss of SSA personally identifiable information, whether in paper or electronic format, to the Department's Privacy Officer at (916) 445-4646, privacyofficer@dhs.ca.gov and to Mr. Ken Louie, whose contact information is below. Counties should report the information outlined in number 7 of Section XII of the Agreement on page 18.

In the near future, as required under the Agreement, the Department will develop contract language for agreements with the counties regarding the use of MEDS (including SSA data). The language will include compliance requirements that meet SSA, as well as State and federal security requirements. The Department will provide further information regarding monitoring of county security requirements in subsequent All-County Welfare Directors Letters.

If you have any questions regarding this ACWDL, please contact Mr. Ken Louie, Medi-Cal Eligibility Branch, (916) 552-9515, klouie1@dhs.ca.gov.

Original Signed By

Maria Enriquez, Chief
Medi-Cal Eligibility Branch

Attachments

Approved as to Legal Form:
COUNTY COUNSEL

By  _____

Approved as to Accounting Form:
AUDITOR-CONTROLLER

By _____

Approved as to Form:
COUNTY ADMINISTRATIVE OFFICER

By _____

ACCOUNT NUMBERS:

67410-101100

CONTRACTING PARTIES:

TITLE OF CONTRACT:

**AGREEMENT BETWEEN
THE SOCIAL SECURITY ADMINISTRATION
AND THE STATE OF CALIFORNIA,
DEPARTMENT OF HEALTH SERVICES
(DEPARTMENT OF HEALTH CARE SERVICES)**

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I. Purpose, Parties and Relationships, and Definitions

A. Purpose (5 U.S.C. § 552a(o)(1)(A))

1. The purpose of this agreement is to establish terms, conditions and safeguards under which the Social Security Administration (SSA) agrees to disclose information relating to the eligibility for, and payment of, Social Security benefits and/or Supplemental Security Income (SSI) and Special Veterans Benefits (SVB), including certain tax return information as authorized by 26 U.S.C. § 6103, to the California Department of Health Services; to be succeeded with respect to all functions in this agreement by the California Department of Health Care Services as of July 1, 2007, hereinafter referred to as the State Agency, for use in:
 - a. Verifying income and eligibility factors for State-administered programs authorized by sections 453 and 1137 of the Social Security Act (the Act) (see Article II.E.1.);
 - b. Verifying Social Security numbers (SSNs) of applicants for, and recipients of, benefits under such programs; and
 - c. Defining safeguards against unauthorized use and redisclosure of such information by the State Agency.

This agreement also establishes the terms, conditions and safeguards under which SSA may disclose information relating to the eligibility for, and payment of, Social Security benefits and/or SSI and SVB, to the State Agency for use in State-administered program(s) that are a federal or federally funded program **not** authorized by sections 453 and 1137 of the Act, or that are programs not involving a federal or federally-funded benefit program; and that have been deemed compatible with SSA programs under SSA's regulations (see Article II.E.2.).

Disclosure of tax return information to the State Agency for these programs is strictly prohibited unless explicitly authorized by 26 U.S.C. § 6103, and such authorization is clearly identified in Article II.E.2. of this agreement.

This disclosure of information will ensure that the State Agency program(s) listed in Article II.E. has accurate information upon which to base its entitlement decisions.

This computer matching agreement is executed under the Privacy Act of 1974, 5 U.S.C. § 552a, as amended by the Computer Matching and Privacy Protection Act of 1988 (CMPPA), as amended, and the regulations and guidance promulgated thereunder. While certain programs in Article II.E.2. may not constitute a matching program as defined by the Privacy Act, 5 U.S.C. § 552a(a)(8), the agencies agree to follow the applicable requirements of the CMPPA and other relevant provisions of the Privacy Act, 5 U.S.C § 552a.

2. Under the provisions of this agreement, a State Agency program is limited to the Data System(s) shown for that agency in Articles II.E.1. or II.E.2. of this agreement.

B. Agreement Parties and Relationships

The SSA component responsible for this matching agreement is the Office of Income Security Programs. The State Agency component responsible for this matching agreement is Department of Health Care Services. This agreement constitutes the entire agreement of the parties with respect to its subject matter. There have been no representations, warranties or promises made outside of this agreement. This agreement will take precedence over any other documents that may be in conflict with it.

C. Definitions

1. "Agent" see "Contractor/Agent"
2. "BENDEX" means the Beneficiary and Earnings Data Exchange System.
3. "Contractor/Agent" means a third-party entity in a contractual or similar relationship with the State Agency to act on the Agency's behalf to administer, or assist in administering, an income-maintenance or health-maintenance program described in this agreement.
4. "Cost-benefit data" means the measure of the match effectiveness. The Computer Matching and Privacy Protection Act (CMPPA) of 1988, Pub. L. 100-503, requires a cost-benefit analysis as part of an agency decision to conduct or participate in a matching program.
5. "DIB" means the Data Integrity Board.
6. "Equivalent Information" means the earnings amounts from employment not covered under the Act converted to information equivalent to quarters of coverage information provided for work covered by the Act.
7. "EVS" means the Enumeration Verification System. Prior to the development of the SVES, SSA provided electronic SSN verification via EVS. The EVS still exists and is currently used by SSA and some states.
8. "Food Stamp" means, for purposes of the quarters of coverage aspect of this matching program as authorized under the above-cited provisions of Pub. L. 104-193, the program defined in 7 U.S.C. § 2012(h) of the Food Stamp Act of 1977.

9. "FISMA" means the Federal Information Security Management Act (<http://csrc.nist.gov/sec-cert/>).
10. "FTMS" means the SSA File Transfer Management System.
11. "Health Maintenance Program" (if appropriate) means a noncommercial program designed to provide an individual with health care (both preventive and treatment) or to subsidize the cost of such care (e.g., Medicare, Medicaid).
Note: A commercial insurance company, acting as a contractor/agent of the State Agency, may administer such a program for a State or local agency.
12. "Income Maintenance Program" (if appropriate) means a noncommercial program designed to provide an individual with basic necessities of life (e.g., food, clothing, shelter, utilities) or to supplement the individual's income to permit the purchase of such necessities (e.g., subsidized housing, Food Stamp, Temporary Assistance for Needy Families (TANF), general assistance, Title XX services, energy assistance, State supplementation).
13. "IRC" means the Internal Revenue Code.
14. "MBR" means the Master Beneficiary Record.
15. "MEF" means the Master Earnings File, also known as the Earnings Recording and Self-Employment Income System.
16. "MULTX" means the relationship between multiple SSNs associated with an individual.
17. "NUMIDENT" means a subsystem of the Master Files of SSN Holders and SSN Applications.
18. "OMB" means the Office of Management and Budget.
19. "PII" means Personally Identifiable Information. PII is the information obtained from SSA that can be used, alone or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files. Examples of PII may include: name, SSN, Social Security benefit data, date of birth, official State or government issued driver's license or identification number.
20. "PUPS" means the Prisoner Update Processing System.
21. "Quarters of Coverage" means quarters of coverage as assigned and described under Title II of the Act. The term "quarters of coverage" is also referred to as "credits" in various SSA public information documents. The term "Social

Security credits" may be used interchangeably as well. Quarters of coverage as used in this agreement may also refer to "qualifying quarters" which would entitle individuals to receive Food Stamps.

22. "SDX" means the State Data Exchange.
23. "SSA" means the Social Security Administration.
24. "SSI" means the Supplemental Security Income program established under Title XVI of the Social Security Act.
25. "SSN" means Social Security number.
26. "SSR/SVB" means the Supplemental Security Income Record and Special Veterans Benefits.
27. "State Administered Program" means any means-tested public benefits program of a State or political subdivision of a State under which the State or political subdivision specifies the standards for eligibility.
28. "State Agency" means the agency defined in Article I.A. above, the California Department of Health Care Services, including any applicable county, local, or other office thereof, regardless of whether the employees of the agency are State, county, or local government employees.
29. "State Transmission/Transfer Component" or "STC" (Also known as "Computer Data Center"), if applicable based on Article III, means an entity that, under a separate agreement with SSA, has agreed to transfer data files between SSA and the State Agency identified in Article I.A.
30. "SVB" (if appropriate) means the Special Veterans Benefits established under Title VIII of the Act. Under this program, certain World War II veterans who were eligible for benefits under Title XVI when Title VIII was enacted on December 14, 1999, may be entitled to receive a special benefit for each month they subsequently reside outside the United States after April 2000.
31. "SVES" means the State Verification and Exchange System.
32. "Tax Return Information" has the same meaning as given in 26 U.S.C. § 6103(b). For purposes of this agreement, "tax return information" includes SSA's records obtained under the authority of 26 U.S.C. § 6103 and 42 U.S.C. § 432 concerning the amount of an individual's earnings from wages and/or self-employment income, the periods involved, the identities and addresses of employers, and the amount of payment of retirement income.

II. Legal Authority (5 U.S.C. § 552a(o)(1)(A))

This agreement sets forth the responsibilities of SSA and the State Agency with respect to information obtained pursuant to the agreement which is permitted by the Privacy Act of 1974, as amended and SSA's Privacy Act Regulations (20 C.F.R. § 401.150). The agreement takes into account SSA's responsibilities under section 1106 of the Act (42 U.S.C. § 1306) (see Attachment A) and the responsibilities of SSA and the State Agency under the Internal Revenue Code (IRC) (26 U.S.C. § 6103).

A. Program Data and Tax Return Data

This matching program is authorized for the State Agency programs listed in Article II.E.1. by law under sections 1137 and 453 of the Act (42 U.S.C. §§ 1320b-7 and 653). Section 1137 mandates that the States use an income and eligibility verification system to administer the federally-funded benefit programs (e.g., Medicaid, TANF, Food Stamp and Unemployment Compensation programs). This agreement implements this section by allowing SSA to disclose the data necessary for the State's administration of these programs. 26 U.S.C. § 6103(l)(7) only authorizes the disclosure of tax return information to State Agencies administering programs under section 1137 of the Act for the purpose of administering said programs. Section 453 of the Act authorizes SSA to disclose data to the State Child Support Enforcement Agencies and the States on the location, income and assets of child support obligors, to assist States in establishing paternity and establishing, setting the amount of, modifying, or enforcing child support obligations. For purposes of, and to the extent necessary in establishing and collecting child support obligations from, and locating individuals owing such obligations pursuant to an approved State IV-D plan, SSA is also authorized to disclose certain tax return information to State Agencies (26 U.S.C. § 6103(l)(8)). Contractors/agents acting on behalf of a State will only have access to tax return data where specifically authorized by 26 U.S.C. § 6103.

B. Prisoner and Death Data

SSA may, under this agreement, disclose prisoner and death data to the State Agency for the administration of the federally-funded benefit programs. The authority for the disclosure of prisoner data is contained in section 202(x)(3)(B)(iv) of the Social Security Act (42 U.S.C. § 402 (x)(3)(B)(iv)). Section 205(r)(3) of the Social Security Act (42 U.S.C. § 405(r)(3)) is the authority for the disclosure of death data.

Under the Intelligence Reform and Terrorism Prevention Act of 2004, Pub. L. 108-458, § 7213(a)(2), SSA provides death indicators for restricted State death data.

C. Quarters of Coverage Data

The quarters of coverage aspect is authorized by sections 402, 412, 421 and 435 of Pub. L. 104-193 (8 U.S.C. §§ 1612, 1622, 1631, 1645). For purposes of implementation, which involves the significance of Social Security quarters of coverage to the eligibility of certain aliens for certain defined Federal and State public benefits, SSA may under this agreement disclose to the State Agency, to the extent permitted by law, quarters of coverage and equivalent information.

The Federal programs mandatorily or potentially affected by the above-referenced sections of Pub. L. 104-193 are: SSI, Food Stamp, and TANF under part A of Title IV of the Act; SVB under Title VIII of the Act; social services block grants under Title XX of the Act; and State Medicaid plans approved under Title XIX of the Act.

D. Compatible Programs and Data Disclosure

This matching program is also authorized for the programs listed in Article II.E.2. by the routine use exception to the Privacy Act, 5 U.S.C. § 552a(b)(3). The Privacy Act permits SSA to authorize the disclosure of records for "routine uses" if the use of such records is compatible with the purpose for which the record was collected (5 U.S.C. § 552a(a)(7)). SSA has deemed certain other Federal and State programs compatible to SSA programs, similar to the nature of the programs set forth in section 1137 of the Act. SSA has also determined that the disclosure of records to certain agents acting on behalf of a Federal or State Agency that are assisting or administering a program compatible with SSA programs is permissible. SSA has determined that these other State programs currently meet the requirements for compatibility (20 C.F.R. § 401.150) in that the purposes for which the information will be disclosed are consistent with the purposes for which SSA originally collected the information (i.e., the information will be used in other programs that have the same purposes as SSA programs; the information concerns eligibility, benefit amounts, or other matters of benefit status in a Social Security program; and the information is relevant to determining the same matters in the other program). Disclosure of tax return information to a State Agency for these programs is strictly prohibited unless explicitly authorized by 26 U.S.C. § 6103 and such authorization is clearly identified in Article II.E.2. of this agreement.

E. Department of Health Care Services Program(s) Covered under this Agreement*

1. Programs authorized to receive SSA’s SDX-BENDEX-SVES data (includes tax data) based on sections 1137 and 453 of the Act:

Program	Data System(s)	Description
Medicaid	SDX, BENDEX, EVES, SVES, and quarters of coverage	Administration of Medicaid

2. Other programs authorized by the routine use exception to the Privacy Act, 5 U.S.C. § 552a(b)(3) to receive certain data (excludes tax data):

Program	Data System(s)	Description

*Any changes must be reported to SSA as they occur.

III. Transfer of Data (prior to printing, place an “X” in the appropriate box)

- Data will be transmitted directly between SSA and the **California Department of Health Care Services** by (indicate FTMS or (method of data transmission)), a secure mechanism approved by SSA.

The **California Department of Health Care Services** will not transfer or disclose this data to any other agency or entity (e.g. State contractor) by any means without amending this agreement or entering into a new agreement which would allow for the data transfer.

- Data will be transmitted directly between SSA and the State of California, Department of Technology Services by Connect:Direct, a secure mechanism approved by SSA. The California Department of Technology Services, as a State Transmission/Transfer Component (STC), will serve as the conduit between SSA and the California Department of Health Care Services. The STC has a separate agreement with SSA defining what data SSA will disclose and the terms under which SSA will provide such data.

The California Department of Health Care Services will not transfer or disclose this data to any other agency or entity (e.g. State contractor) by any means without amending this agreement or entering into a new or amended agreement which would allow for the data transfer.

IV. Justification and Anticipated Results (5 U.S.C. § 552a(o)(1)(B))

A. Justification

1. The State Agency program(s) listed in Article II.E.1. are required to use information relating to eligibility for and amount of Social Security benefits and/or SSI and SVB benefits, quarters of coverage, prisoner, and death information under the Act, and, where appropriate, certain tax return information, for administration of the specific State programs covered by this agreement. Additional programs mandated by law after the inception of this agreement may, by the means of modification to Article II.E., be added to the coverage of this agreement.
2. SSA is required by law to disclose certain information to the State Agency and agrees to provide quarters of coverage information to the State for purposes of Pub. L. 104-193. Under Pub. L. 104-193, the State Agency may be required to determine the number of quarters of coverage of certain alien applicants and their parents and spouses in determining the eligibility of such applicants for certain defined public benefits. SSA at its discretion, to the extent permitted by law, may provide to the State Agency quarters of coverage information and equivalent information recorded in the applicant's account or the accounts of the parents or spouse of such applicant.
3. The State Agency is required by law to require each applicant for, or recipient of, benefits under the 1137 programs listed in Article II.E., to furnish his or her SSN or identifying information and to utilize such number or identifying information in the administration of the programs. SSA is required by law to verify the SSN of individuals applying for these State-administered benefit programs.
4. SSA is required by law to disclose data to the State Child Support Enforcement Agencies (CSEA) and the States on the location, income and assets of child support obligors, to assist States in establishing paternity and establishing, setting the amount of, modifying, or enforcing child support obligations. For purposes of, and to the extent necessary in establishing and collecting child support obligations from, and locating individuals owing such obligations pursuant to an approved State IV-D plan, SSA is authorized to disclose Social Security benefits and/or SSI and SVB benefits, quarters of coverage, prisoner, and death information under the Act, and certain tax return information, for administration of State child support enforcement programs. The Federal Parent Locator System (FPLS) was developed for this purpose and is the most efficient and preferred method of this data transfer.
5. The use of computer technology to transfer data from SSA to the State Agency is more efficient and quicker than the use of manual processes.

B. Anticipated Results

The State Agency expects program savings of \$200,400,000 over the period of this agreement at a cost of \$600,000 by performing this matching program. SSA does not expect any direct program savings to result from this matching program, but based on cost-benefit analysis, estimates SSA net administrative savings of approximately \$21.8 million for all the SDX/BENDEX/SVES data exchanges through increased efficiencies in coordinating the administration of mutually dependent Federal and State programs. In such fashion, the matching program is expected generally to benefit federally-funded programs that are State administered.

V. Systems Operations

These matches are initiated in the following ways:

- A. The SDX aspect of this matching program is operated by SSA periodically sending the State Agency a file of SSI and SVB recipients in that State who are currently receiving SSI and SVB payments, or were recently terminated, or had changes in status.
- B. The BENDEX aspect of this matching program is operated by the State Agency periodically sending to SSA a file of applicants for, or recipients of, benefits under certain State-administered programs (see Article II.E.) for whom Social Security benefit information and/or earnings data is required.
- C. The EVS aspect of this matching program is operated by the State Agency periodically sending to SSA a file of applicants for, or recipients of, benefits under certain State-administered programs (see Article II.E.) for whom SSN verification is required.
- D. The SVES aspect of this matching program is operated by the State Agency periodically sending to SSA a file of applicants for, or recipients of, benefits under certain State-administered programs (see Article II.E.) for whom Social Security, SSI and SVB benefit information and/or SSN verification is required.
- E. The quarters of coverage aspect of this matching program is operated by the State Agency periodically sending to SSA a file of applicants for, or recipients of, benefits under certain State-administered programs (see Article II.E.) and, where permitted by applicable law, the parents or spouses of such applicants when requesting quarters of coverage or equivalent information necessary for the implementation of the above-referenced sections of Pub. L. 104-193.
- F. The prisoner aspect of this matching program is operated by the State Agency periodically sending to SSA a file of applicants for, or recipients of, benefits under certain State-administered programs (see Article II.E.) for the State Agency to verify

and otherwise ensure that benefits are not issued to individuals who are not entitled to receive such benefits.

VI. Description of the Records to be Matched (5 U.S.C. § 552a(o)(1)(C))

A. Systems of Records (see data elements at Attachment B)

1. SSA's systems of records used for purposes of this agreement may be the SSR/SVB, MBR, Earnings Recording and Self-Employment Income System (subsystem referred to as the MEF), Master Files of SSN Holders and SSN Applications (subsystems referred to as the EVS, the ALPHIDENT, or the NUMIDENT), and PUPS. MULTX, the systems program that associates multiple SSNs that are related to the applicant's earnings file, may also be used.
2. For each aspect of this matching program, the following are the SSA systems of records that will be accessed:
 - a. SDX – SSR/SVB, SSA/ODSSIS (60-0103);
 - b. BENDEX – MBR, SSA/ORSIS (60-0090) and the Earnings Recording and Self-Employment Income System, SSA/OEEAS (60-0059);
 - c. EVS – Master Files of SSN Holders and SSN Applications, SSA/OEEAS (60-0058);
 - d. SVES – SSR/SVB, SSA/ODSSIS (60-0103); MBR, SSA/ORSIS (60-0090); Earnings Recording and Self-Employment Income System, SSA/OEEAS (60-0059); Master Files of SSN Holders and SSN Applications, SSA/OEEAS (60-0058); and PUPS, SSA/OEEAS (60-0269);
 - e. Quarters of Coverage Query – Earnings Recording and Self-Employment Income System, SSA/OEEAS (60-0059) and the Master Files of SSN Holders and SSN Applications, SSA/OEEAS (60-0058);
 - f. Prisoner Query – PUPS, SSA/OEEAS (60-0269).
3. SSA and the State Agency will exchange information through FTMS or a mutually acceptable security mechanism.

B. Specified Data Systems Used in a Match

1. SDX – When the State Agency receives SSI and SVB program data and uses this data in matching activities, it will match the SDX file to the appropriate fields in State files.
2. BENDEX – The State Agency will provide SSA with name, SSN, and date of birth for those individuals about whom information is requested from BENDEX.

3. EVS – The State Agency will provide SSA with name, SSN, and date of birth for those individuals about whom SSN verification is requested from EVS.
4. SVES – The State Agency will provide SSA with name, SSN, and date of birth for those individuals about whom information is requested from SVES.
5. Quarters of Coverage Query – The State Agency will provide SSA with name, SSN, and date of birth for those individuals about whom information is requested from SVES.
6. Prisoner Query – The State Agency will provide SSA with name, SSN, and date of birth for those individuals about whom information is requested from PUPS.

C. Number of Records Involved

1. SDX – SSA will furnish to the State Agency daily SDX files containing information on SSI and SVB recipients. The number of records given to the State Agency during a month will be approximately 660,000.
2. BENDEX – The State Agency will furnish to SSA daily files containing identifying information of applicants for, or recipients of, benefits under State-administered programs. The State Agency will be requesting approximately 2,750,000 records each month from SSA.
3. EVS – The State Agency will furnish to SSA daily SSNs of applicants for, or recipients of, benefits under State-administered programs. The State Agency will be requesting approximately 1,100,000 records each month from SSA.
4. SVES – The State Agency will furnish to SSA daily files containing identifying information of applicants for, or recipients of, benefits under State-administered programs. The State Agency will be requesting approximately 1,760,000 records each month from SSA.
5. Quarters of Coverage Query – The State Agency will furnish to SSA monthly files containing identifying information of applicants for, or recipients of, benefits under State-administered programs. The State Agency will be requesting approximately 110,000 records each month from SSA.
6. Prisoner Query – The State Agency will furnish to SSA N/A files containing identifying information of applicants for, or recipients of, benefits under State-administered programs. The State Agency will be requesting approximately N/A records each month from SSA. Not being used by the Department of Health Care Services.

If the State Agency anticipates an unprecedented increase to the number of records shown above, the State Agency agrees to contact the SSA Systems contact (see Article XVIII.A.) prior to initiating that month's match(es).

VII. Duration and Modification of the Agreement

A. Duration

1. This agreement can only be effectuated and will only be available for use the later of:
 - a. July 1, 2007, OR
 - b. 40 days after submission of matching notices on this program to Congress and OMB, or 30 days after publication of the computer matching notice for this matching program in the Federal Register, and upon signature of the agreement by both parties to the agreement.

2. This agreement requires signoff by both agencies and will be effective upon the date of the SSA Regional Commissioner's signature. This agreement will be in effect for 18 months, but not beyond December 31, 2009. If at the end of 18 months December 31, 2009, is in the future, this agreement may be extended.

The extension may be for up to 12 months, but not beyond December 31, 2009. In the extension, SSA's Data Integrity Board (DIB), and the State Agency will certify, within 3 months prior to the expiration of the agreement, pursuant to 5 U.S.C. § 552a(o)(2)(D) that:

- a. The matching program will be conducted without change; and
 - b. The matching program has been conducted in compliance with the original agreement.
3. The provisions of this agreement may **not** extend beyond December 31, 2009.

 4. If either agency does not wish to renew this agreement, it will notify the other of its intention not to renew at least 90 days before the end of the then current period.

 5. Either party may unilaterally terminate the agreement upon written notice to the other party, in which case the termination will be effective 90 days after the date of the notice, or at a later date specified in the notice. The agreement may be terminated at any time by the mutual written consent of both parties. However, SSA may make an immediate, unilateral suspension of the data flow and/or termination of this agreement if SSA:
 - a. Has determined that there has been an unauthorized use or disclosure of information by the State Agency and/or their contractors/agents; or

- b. Has determined that there has been a violation of or failure to follow the terms of this agreement; or
 - c. Has reason to believe that the State Agency and/or their contractors/agents breached the terms for security of data until such time as SSA makes a definite determination of a breach.
6. This agreement does not authorize SSA to incur obligations through the performance of the services described herein. Since SSA's performance under this agreement spans multiple fiscal years, SSA's ability to perform work for each fiscal year is subject to the availability of funds.

B. Modification

This agreement may be modified at any time by an amendment or new agreement which satisfies both parties.

VIII. Procedures for Notice (5 U.S.C. § 552a(o)(1)(D))

A. Applicants

Both the State Agency and SSA agree to notify all individuals who apply for benefits for their respective programs that any information provided by them is subject to verification through matching programs. The State Agency's notice consists of appropriate language printed on application forms (DHS MC210 – mail in Medi-Cal application, SAWS 2 – Statement of Facts, MC321- joint Medi-Cal/Healthy Families application, MC368 - Important Information for Medi-Cal applicants, MC219 - Important Information For Persons Requesting Medi-Cal, -, and MC266 - Directions To Apply for Medi-Cal” (presumptive eligibility), and through separate handouts with federally approved language. SSA's notice consists of appropriate language printed on its application forms or a separate handout with appropriate language when necessary.

B. Beneficiaries/Annuitants

Both the State Agency and SSA will provide subsequent notices to their respective retirees, annuitants, beneficiaries, and/or recipients. The State Agency's notice consists of appropriate language printed on application forms (MC219 - Important Information For Persons Requesting Medi-Cal, and MC262 - Redetermination for Medi-Cal beneficiaries (Long-term care in own MFBU), and through separate handouts with federally approved language. SSA's notice consists of a notice of this matching program in the Federal Register and periodic mailings to all beneficiaries and recipients describing SSA's matching activities.

IX. Verification and Opportunity to Contest Match Data
(5 U.S.C. § 552a(o)(1)(E) and 5 U.S.C. § 552a(p))

A. Verification

Based on the determination of SSA's DIB pursuant to its approval of this agreement, unless contradictory OMB final guidelines are issued, the State Agency may consider all SSA benefit data disclosed under this agreement as verified, as provided in 5 U.S.C. § 552a(p)(1)(A)(ii). Thus, the DIB has determined that the information is limited to identification and amount of benefits paid by SSA under a Federal benefit program and there is a high degree of confidence in the accuracy of the data (see Article XIV. below). The State Agency may use the above-specified data without independent verification in their administration of the program(s) listed in Article II.E.

Prisoner and death data, however, do not have this high degree of accuracy; and before any adverse action can be taken against any individual, this data must be independently verified.

Tax return information obtained under this agreement, as authorized by 26 U.S.C. § 6103, will be verified in accordance with section 1137 of the Social Security Act.

B. Opportunity to Contest

The State Agency agrees that there can be no termination, suspension, reduction, final denial, or other adverse action taken against an individual based on this computer match with SSA until there is an opportunity to contest the match information such that:

1. Notice is provided by the State Agency to the affected individual which informs that individual of the match findings and the opportunity to contest these findings.
2. The affected individual is given until the expiration of any time period established for the relevant benefit program by a statute or regulation for the individual to respond to the notice. If no such time period is established by a statute or regulation for the program, a 30-day period will be provided. The time period begins on the date on which notice is mailed or otherwise provided to the individual to respond.
3. The notice clearly states that, unless the individual responds to the notice in the required time period, the State Agency will conclude that the match data provided by SSA is correct and will make the necessary adjustment to the individual's payment.

X. Procedures for Retention and Timely Destruction of Identifiable Records (5 U.S.C. § 552a(o)(1)(F))

A. State Agency

The State Agency and programs listed in Article II.E. will retain all identifiable records received from SSA only for the period of time required for any processing related to the matching program and will then destroy the records.

As part of the matching program, any accretions, deletions, or changes to SSA's program rolls provided by SSA to the State Agency can be used by the State Agency to update its master files, which will be permanently retained under cognizable authority governing the State Agency's retention of records. Any other identifiable records must be destroyed unless the information has to be retained in individual file folders in order to meet evidentiary requirements. In the latter instance, the State Agency will retire identifiable records in accordance with the Department of Health Care Services Manual of Policies and Procedures, Division 23-353 (Retention Period) and 23-355 (Destruction of Case Records), consistent with the requirements of the Privacy Act (5 U.S.C. 552a[j]).

B. SSA

SSA will delete electronic data input files received from the State Agency when the match has been completed. SSA will retire identifiable records in accordance with the Federal Records Retention Schedule (44 U.S.C. § 3303a).

C. Neither SSA nor the State Agency will create a separate file or system concerning only individuals whose records are used in this matching program.

XI. Procedures for Security (5 U.S.C. § 552a(o)(1)(G))

A. At a minimum, SSA will safeguard the State Agency's information and the State Agency will safeguard SSA's information as follows:

1. Access to the records matched and to any records created by the match will be restricted to only those authorized employees and officials who need it to perform their official duties in connection with the uses of the information authorized in this agreement.
2. The records matched and any records created by the match will be stored in an area that is physically safe from access by unauthorized persons during duty hours, as well as non-duty hours, or when not in use.
3. The records matched and any records created by the match will be processed under the immediate supervision and control of authorized personnel in a manner which will protect the confidentiality of the records, and in such a way that unauthorized persons cannot retrieve any such records by means of computer, remote terminal, or other means.

4. All personnel who will have access to the records matched and to any records created by the match will be advised of the confidential nature of the information, the safeguards required to protect the information, and the civil and criminal sanctions for noncompliance contained in applicable Federal laws.
 5. The equipment, files and/or documents will be transported under appropriate safeguards.
- B. The Secretary of the Treasury has published a brochure entitled "Tax Information Security Guidelines for Federal, State and Local Agencies," Publication 1075, which is available from the Internal Revenue Service (IRS) District Disclosure Officer in the appropriate IRS district. SSA and the State Agency agree to comply with these guidelines and any revision of them, submit to IRS audits, and furnish the required reports to IRS. The aforementioned brochure is hereby incorporated by reference into this agreement.

SSA's Office of Systems Security Operations Management has prepared written guidelines entitled, "Information System Security Guidelines for Federal, State and Local Agencies Receiving Electronic Information from the Social Security Administration." These guidelines (see Attachment C) provide instructions and an explanation of SSA's security requirements. Additional copies are available upon request. By signing this agreement, the State Agency agrees to comply with SSA's security guidelines.

- C. Both SSA and State Agency agree to comply with the requirements of the Federal Information Security Management Act (FISMA) (Pub. L. 107-347, Title III, section 301) as it applies to the electronic storage, transport of records between agencies, and the internal processing of records received by either Agency under terms of this agreement. SSA reserves the right to conduct onsite inspections to monitor compliance with FISMA regulations during the lifetime of this agreement.
 - D. Both SSA and State Agency agree to inform personnel including contractors/agents of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks.
 - E. SSA recognizes States already are subject to IRS safeguard reviews which require States to meet a high degree of compliance; and as a result, SSA's future review activity will complement, rather than duplicate, IRS security requirements and review activity.
- XII. Safeguarding and Reporting Responsibilities for Personally Identifiable Information (PII)
- A. State Agency

1. The State Agency will ensure that its employees and contractors/agents properly safeguard PII furnished by SSA under this agreement from loss, theft or inadvertent disclosure.
2. The State Agency will ensure that its employees and contractors/agents understand that they are responsible for safeguarding this information at all times, regardless of whether or not the State employee or the contractor/agent is at his or her regular duty station.
3. The State Agency will ensure that laptops and other electronic devices/media containing PII and used by its employee and its contractors/agents are encrypted and/or password protected.
4. The State Agency will ensure that when it and/or its contractors/agents are sending email containing PII, its employees and/or contractors/agents do so only from and to addresses that are secure or that they have encrypted the email.
5. The State Agency will ensure that its employees and its contractors/agents working under this agreement adhere to the procedures listed in this agreement.
6. The State Agency will ensure that its employees or contractors/agents limit disclosure of the information and details relating to a PII loss only to those with a need to know.
7. The State Agency will establish procedures to ensure that when a State Agency employee or contractor/agent becomes aware of the possible or suspected loss of PII, the State Agency Systems Security Issues contact or equivalent is immediately notified of the incident. The State Agency will then notify the SSA Regional Office contact (see Article XVIII.A.3.). If within 1 hour the State Agency has been unable to speak with the SSA Regional Office contact or if for some other reason, e.g., it is outside of the Regional Office's normal business hours, the State Agency will call SSA's Network Customer Service Center (NCSC) at 410-965-7777 or toll free at 1-888-772-6111.

When reporting the loss or suspected loss of PII, the report should include the following specific information:

- a. Contact and component information.
- b. A description of the loss or suspected loss (e.g., nature of loss, scope, number of files or records and type of equipment or media) including the approximate time and location of the loss.
- c. How was the data physically stored, packaged and/or contained (e.g., password protected, encrypted, locked briefcase, redacted personal information, etc.)?
- d. Which SSA and/or State components and/or state contractor/agents have been involved?
- e. Have any individuals or external organizations (e.g., other agencies, law enforcement or the press) been contacted or contacted you?

- f. Have any other reports (e.g., local police, SSA and/or State reports) been filed?
- g. Any other pertinent information.

- 8. The State Agency will provide updates as they become available to the SSA Systems Security Issues contact, as applicable. The State Agency will provide complete and accurate information about the details of the possible PII loss to assist the SSA Systems Security Issues contact. The State Agency and/or contractor/agent will use the worksheet (see Attachment D) to quickly gather and organize information about the incident.

B. SSA

- 1. SSA will assume responsibility for making the contact within SSA so that a formal report is filed in accordance with SSA procedures.
- 2. SSA will notify the Department of Homeland Security's United States Computer Emergency Readiness Team if loss or potential loss of personally identifiable information related to a data exchange covered under this agreement occurs.

XIII. Procedures for Records Usage, Duplication, and Redisclosure Restrictions
(5 U.S.C. § 552a(o)(1)(H) and 5 U.S.C. § 552a(o)(1)(I))

- A. The State Agency agrees to the following limitations on the use, duplication, and redisclosure of the data systems listed in Article VI.B. and information provided by SSA:
 - 1. The tax return information the BENDEX contains will be used only to determine individual eligibility for, or the amount of, assistance under a State plan pursuant to section 1137 of the Act. Contractors/Agents acting on behalf of a State will only have access to tax return data where specifically authorized by 26 U.S.C. § 6103. The other data provided by SSA will not be redisclosed or used for any purpose other than to determine eligibility for, or the amount of, benefits under the State-administered income/health maintenance programs specified in Article II.E. Such State-administered programs must be authorized in statements of routine use published by SSA in the Federal Register or otherwise specifically approved by SSA and not otherwise prohibited by applicable law.
 - 2. The tax return information the BENDEX contains and the other data provided by SSA will not be used to extract for any purpose information concerning individuals who are neither applicants for, nor recipients of, benefits under the State-administered income/health maintenance programs specified in Article II.E. Information will be used in a manner provided for by applicable law and described in this agreement. Disclosures to such State-administered programs must be authorized in statements of routine use published by SSA in the

Federal Register or otherwise specifically approved by SSA and not otherwise prohibited by applicable law.

3. The State Agency will restrict access to the information obtained from SSA to only those authorized State employees and contractors/agents under contract with the State Agency who need it to perform their official duties in connection with the intended uses of the information authorized in this agreement. At SSA's request, the State Agency will obtain from its contractor/agent a current list of the contractor's/agent's employees who have access to SSA information under the terms of this agreement.
4. Except as necessary for the operation of this matching program, as provided in this agreement, files provided by SSA will not be duplicated or disseminated within or outside the State Agency without the prior written approval of SSA. SSA will not grant such authority unless the redisclosure is required by law or is essential to the matching program. In such instances, the State Agency must specify in writing what records are being disclosed, to whom, and the reasons that justify such redisclosure.
5. Except as necessary for the operation of this match, as provided for in this agreement, State Agency contractors/agents and their employees who are authorized access to the information provided under this agreement will not duplicate, disseminate or disclose the SSA files provided to them by the State Agency unless the State Agency has obtained SSA's prior written approval for redisclosure.
6. The State Agency will undertake in its contractual relationship with each contractor/agent to obtain the contractor's written agreement that the contractor/agent will abide by all relevant Federal laws and access, disclosure and use restrictions, and security requirements in this agreement. The State Agency will provide the contractor/agent with a copy of this agreement and the related attachments before the initial disclosure of data to the contractor/agent.
7. Prior to signing this agreement the State Agency agrees to provide to SSA's Regional Office contact(s) (see Article XVIII.A.) written communication on State Agency letterhead:
 - a. that the State Agency is not using contractors/agents; or
 - b. a current list of contractors/agents who, as of the effective date of this agreement, will have access to the information the State Agency obtains through this agreement. The list will contain: name and address of contracting firm, description of the work that is performed with the information and the location of where work is performed with the information. The State Agency further agrees to certify, in this same manner, to SSA that these contractors/agents are currently under contract with the State Agency and are acting on behalf of the State Agency to administer or assist in administering the programs listed in Article II.E.

8. For the duration of this agreement and within 60 days of an occurrence, the State Agency agrees to provide to SSA Regional Office contact (see Article XVIII.A.3.) written communication on State Agency letterhead whenever a new contractor/agent will have access to information under this agreement, or an existing contractor/agent will no longer have access to the information under this agreement.
 9. Prior to the renewal of this agreement, the State Agency agrees to provide to SSA Regional Office contact(s) (see Article XVIII.A.) written communication on State Agency letterhead certification that all contractors/agents administering or assisting in administering the programs listed in Article II.E are in compliance with this agreement.
 10. State Agency employees and contractors/agents under contract with the State Agency who access, disclose or use the information obtained pursuant to this agreement in a manner or for a purpose not authorized by the agreement may be subject to civil and criminal sanctions contained in applicable federal statutes.
 11. SSA files provided to the State Agency remain the property of SSA and will be handled as provided in Article X.A., once matching activity under this agreement is complete.
- B. SSA agrees to the following limitations on the use, duplication, and redisclosure of the identifying files and information provided by the State Agency (see Article VII.B):
1. The files provided by the State Agency will be used and accessed only for the purposes specified in this agreement.
 2. The files provided by the State Agency will not be used to extract information concerning the individuals therein for any purpose not specified in this agreement.
 3. The files provided by the State Agency will not be duplicated or disseminated within or outside SSA without the written permission of the State Agency.
 4. The files provided by the State Agency remain the property of the State Agency and will be handled as provided in Article X.B., once matching activity under this agreement is completed.
- C. Both SSA and the State Agency will adopt policies and procedures to ensure that information contained in their respective records and obtained from each other will be used solely as provided in this agreement, including adherence to the terms of section 1106 of the Social Security Act

(42 U.S.C. § 1306), section 6103(p)(4) of Title 26 of the IRC for tax return information, and the regulations promulgated thereunder.

XIV. Accuracy Assessments

Previous matches with the same files indicate that the State Agency's records are 97 % accurate based on inputs from recipients and third parties, and that SSA's benefit records are more than 99% accurate when they are created. The prisoner and death records, some of which are not verified by SSA, do not have this high degree of accuracy.

XV. Access by the Comptroller General (5 U.S.C. § 552a(o)(l)(K))

The Government Accountability Office (Comptroller General) may have access to State Agency and SSA records that the Comptroller General deems necessary in order to monitor or verify compliance with this agreement.

XVI. Additional Functions to be Performed under this Agreement

A. The State Agency agrees:

1. The SDX, BENDEX, and SVES systems will be used by the State Agency to obtain Social Security, SSI and SVB payment information on the applicants/recipients of the programs identified in Article II.E. The State Agency also agrees that it will use BENDEX and/or SVES to obtain tax return information and/or quarters of coverage, prisoner, and death information pertaining to only those persons for which use is authorized by applicable law pursuant to section 1137 of the Social Security Act, as specified in this agreement. Use and disclosure of this information for other purposes are subject to the restrictions described in this agreement.
2. To provide information obtained in the quarters of coverage query, as necessary, to State and local government agencies within the State which will make quarters of coverage determinations under Pub. L. 104-193.
3. To provide SSA with the necessary identifying information concerning those individuals about whom information is requested from BENDEX or SVES. (Specific requirements for the request are discussed in the BENDEX handbook or SVES manual.) The State Agency also agrees to notify SSA when an individual is no longer eligible for benefits.
4. To submit SSNs for verification through EVS or SVES in the format specified by SSA. If SSA notifies the State Agency that the SSN and identifying information do not match, the client should be asked about other names used and then the State Agency should resubmit the verification request a second

time through EVS or SVES. The State Agency may refer the client to the SSA field office for a replacement Social Security card, if necessary.

5. To provide cost-benefit information (e.g., processing costs and program savings) for each program listed in Article II.E. SSA will use this information to justify the efficiencies in the administration of mutually dependent Federal and State programs.

B. SSA agrees:

1. To initially verify the SSNs submitted and to process only verified SSNs in the conduct of the matching program.
2. To the extent permitted by applicable law, to furnish to the State Agency files containing the necessary information for identified individuals via BENDEX or SVES. The files provided by SSA will adhere to the characteristics and data format requirements shown in Attachment B.
3. To the extent permitted by applicable law, to disclose to the State Agency, via BENDEX or SVES, based on its request, Social Security benefit payment and tax return information contained in SSA's records regarding those individuals whom the State Agency identifies. SSA will provide additional information about each individual identified by the State Agency whenever SSA posts changes to its records until the individual dies or the State Agency notifies SSA that the individual is no longer eligible for assistance under the programs identified in Article II.E.
4. To the extent permitted by applicable law, to disclose to the State Agency, via SDX or SVES, payment information contained in SSA's records concerning applicants/recipients of SSI and SVB payments. The files provided by SSA will be IBM compatible and will adhere to the characteristics and information format requirements shown in Attachment B.
5. To the extent permitted by applicable law, to disclose to the State Agency, via EVS or SVES, whether or not the identifying information and SSN furnished agree with SSA records and, if not, what element of information (name, date of birth, or sex code) does not agree. Any multiple SSNs also will be furnished to the State Agency.

XVII. Reimbursement

SSA estimates it will incur approximately \$2.3 million in administrative costs to perform matching operations under this national program. This includes expenses for systems' programming and ongoing transaction costs. However, SSA will accrue savings estimated at \$24.1 million because manual processes in field offices will be supplanted by automated interfaces. This equates to a 10.5:1 benefit-to-cost ratio for SSA. The State Agencies will

also accrue sizable program savings estimated to be about \$3.8 billion. Consequently, the parties recognize the mutual benefits of the matching program and agree to a quid pro quo arrangement in which no cost reimbursement is required. Adjustments may be required in the future if it is determined that costs are disproportionate. Such adjustments, if necessary, will be negotiated and documented in a separate reimbursable agreement.

XVIII. Persons to Contact

A. The SSA contacts are:

1. Data Exchange Agreement Issues:

Norma Followell
Office of Income Security Programs
Information Exchange and Matching Staff
74 RRCC
6401 Security Boulevard
Baltimore, Maryland 21235
Phone: (410) 965-0806
Fax: (410) 597-0841
Email: Norma.Followell@ssa.gov

2. Disclosure Policy Issues

Willie Polk
Office of the General Counsel, Office of Public Disclosure
6401 Security Boulevard
Baltimore, Maryland 21235
Phone: (410) 965-1753
Fax: (410) 966-0869
Email: willie.j.polk@ssa.gov

3. Regional Office:

Alan Follett
Program Expert, Retirement and Survivors Insurance Team
P.O. Box 4206
Richmond, CA 94804
Phone: (510) 970-8245
Fax : (510) 970-8101
Email: Alan.Follett@ssa.gov

4. Systems Issues:

Mark Dailey
Office of Earnings, Enumeration
and Administrative Systems/DIVES/Data Exchange Branch
6401 Security Boulevard
Baltimore, Maryland 21235
Phone: (410) 966-7849
Fax: (410) 966-3147
Email: mark.dailey@ssa.gov

5. Systems Security Issues:

Teresa Rojas, Acting Director
Office of Systems Security Operations Management
Office of Financial Policy and Operations
6401 Security Boulevard
Baltimore, Maryland 21235
Phone: (410) 966-7284
Fax: (410) 966-0527
Email: Teresa.C.Rojas@ssa.gov

B. The State Agency contacts are:

1. Data Exchange Agreement Issues:

John Zapata
Staff Services Manager I, Medi-Cal Eligibility Branch
1501 Capitol Avenue, Suite 71-4331, MS 4607
PO Box 997417
Phone: 916-552-9451
FAX: 916-552-9478
E-Mail: john.zapata@dhcs.ca.gov

2. Systems Security Issues:

Racheal Strider
Chief Information Security Officer
1615 Capitol Avenue, 173.2.233, MS Code 6302
Sacramento, CA 95814
Phone: (916) 440-7223
FAX: (916) 440-7064
E-mail: racheal.strider@dhcs.ca.gov

XIX. Authorized Officials

The State officials with authority to request information under this agreement are the director and her designees.

XX. Agency Approval

Each party executing this Agreement is authorized to enter into agreements of this nature on behalf of their agency.

Social Security Administration:

BY: Nancy Veillon
Nancy Veillon
Associate Commissioner
Office of Income Security Programs

2/12/07
(Date)

I certify that the SSA Data Integrity Board approved this Agreement.

BY: Manuel J. Vaz
Manuel J. Vaz
Acting Chairman
Data Integrity Board

3-27-2007
(Date)

XXI. Signatures

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement. The authorized officials whose signatures appear below have committed their respective agencies to the terms of this Agreement effective this ___ day of _____, 2007.

SOCIAL SECURITY ADMINISTRATION:

Peter D. Spencer
San Francisco Regional Commissioner

CALIFORNIA DEPARTMENT OF HEALTH SERVICES (CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES):

Stan Rosenstein
Deputy Director, Medical Care Services

I, Roberta Ward, certify that I am the legal counsel for the Agency of the State of California; that Stan Rosenstein, who signed this agreement on behalf of the State Agency, was then Deputy Director, Medical Care Services, of said State Agency, and that he is authorized to enter into agreements of this nature on behalf of the State Agency and that there is authority under the laws of the State of California to carry out all the functions to be performed by the State Agency as provided herein and comply with the terms of this agreement.

Roberta Ward
Department of Health Care Services – Privacy Officer and Senior Counsel

- Attachment A - Disclosure of Information in Possession of Agency [section 1106 of the Social Security Act (42 U.S.C. § 1306)]
- Attachment B - Data elements (in record layout format)
- Attachment C - Information System Security Guidelines for Federal, State and Local Agencies Receiving Electronic Information from the Social Security Administration
- Attachment D - Worksheet for Reporting Loss or Potential Loss of PII

Attachment A

DISCLOSURE OF INFORMATION IN POSSESSION OF AGENCY¹¹¹

SEC. 1106. [42 U.S.C. 1306] (a)(1) No disclosure of any return or portion of a return (including information returns and other written statements) filed with the Commissioner of Internal Revenue under title VIII of the Social Security Act or under subchapter E of chapter 1 or subchapter A of chapter 9 of the Internal Revenue Code¹¹², or under regulations made under authority thereof, which has been transmitted to the head of the applicable agency by the Commissioner of Internal Revenue, or of any file, record, report, or other paper, or any information, obtained at any time by the head of the applicable agency or by any officer or employee of the applicable agency in the course of discharging the duties of the head of the applicable agency under this Act, and no disclosure of any such file, record, report, or other paper, or information, obtained at any time by any person from the head of the applicable agency or from any officer or employee of the applicable agency, shall be made except as the head of the applicable agency may by regulations prescribe and except as otherwise provided by Federal law. Any person who shall violate any provision of this section shall be deemed guilty of a felony and, upon conviction thereof, shall be punished by a fine not exceeding \$10,000 for each occurrence of a violation, or by imprisonment not exceeding 5 years, or both.

(2) For purposes of this subsection and subsection (b), the term "applicable agency" means--

(A) the Social Security Administration, with respect to matter transmitted to or obtained by such Administration or matter disclosed by such Administration, or

(B) the applicable agency, with respect to matter transmitted to or obtained by such Department or matter disclosed by such Department.

(b) Requests for information, disclosure of which is authorized by regulations prescribed pursuant to subsection (a) of this section, and requests for services, may, subject to such limitations as may be prescribed by the head of the applicable agency to avoid undue interference with his functions under this Act, be complied with if the agency, person, or organization making the request agrees to pay for the information or services requested in such amount, if any (not exceeding the cost of furnishing the information or services), as may be determined by the head of the applicable agency. Payments for information or services furnished pursuant to this section shall be made in advance or by way of reimbursement, as may be requested by the head of the applicable agency, and shall be deposited in the Treasury as a special deposit to be used to reimburse the appropriations (including authorizations to make expenditures from the Federal Old-Age and Survivors Insurance Trust Fund, the Federal Disability Insurance Trust Fund, the Federal Hospital Insurance Trust Fund, and the Federal Supplementary Medical Insurance Trust Fund) for the unit or units of the applicable agency which furnished the information or services. Notwithstanding the preceding provisions of this subsection, requests for information made pursuant to the provisions of part D of title IV of this Act for the purpose of using Federal records for locating parents shall be complied with and the cost incurred in providing such information shall be paid for as provided in such part D of title IV.

(c) Notwithstanding sections 552 and 552a of title 5, United States Code¹¹³, or any other provision of law, whenever the Commissioner of Social Security or the Secretary determines that a request for information is made in order to assist a party in interest (as defined in section 3 of the Employee Retirement Income Security Act of 1974¹¹⁴ (29 U.S.C. 1002)) with respect to the administration of an employee benefit plan (as so defined), or is made for any other purpose not directly related to the administration of the program or programs under this Act to which such information relates, such Commissioner or Secretary may require the requester to pay the full cost, as determined by the such Commissioner or Secretary, of providing such information.

(d) Notwithstanding any other provision of this section, in any case in which--

(1) information regarding whether an individual is shown on the records of the Commissioner of Social Security as being alive or deceased is requested from the Commissioner for purposes of epidemiological or similar research which the Commissioner in consultation with the Secretary of Health and Human Services finds may reasonably be expected to contribute to a national health interest, and

(2) the requester agrees to reimburse the Commissioner for providing such information and to comply with limitations on safeguarding and rerelease or redisclosure of such information as may be specified by the Commissioner,

the Commissioner shall comply with such request, except to the extent that compliance with such request would constitute a violation of the terms of any contract entered into under section 205(r).

(e) Notwithstanding any other provision of this section the Secretary shall make available to each State agency operating a program under title XIX and shall, subject to the limitations contained in subsection (e)^[15], make available for public inspection in readily accessible form and fashion, the following official reports (not including, however, references to any internal tolerance rules and practices that may be contained therein, internal working papers or other informal memoranda) dealing with the operation of the health programs established by titles XVIII and XIX--

(1) individual contractor performance reviews and other formal evaluations of the performance of carriers, intermediaries, and State agencies, including the reports of follow-up reviews;

(2) comparative evaluations of the performance of such contractors, including comparisons of either overall performance or of any particular aspect of contractor operation; and

(3) program validation survey reports and other formal evaluations of the performance of providers of services, including the reports of follow-up reviews, except that such reports shall not identify individual patients, individual health care practitioners, or other individuals.

(f) No report described in subsection (e) shall be made public by the Secretary or the State title XIX agency until the contractor or provider of services whose performance is being evaluated has had a reasonable opportunity (not exceeding 60 days) to review such report and to offer comments pertinent parts of which may be incorporated in the public report; nor shall the Secretary be required to include in any such report information with respect to any deficiency (or improper practice or procedures) which is known by the Secretary to have been fully corrected, within 60 days of the date such deficiency was first brought to the attention of such contractor or provider of services, as the case may be.

^[11] See Vol. II, 5 U.S.C. 552(b)(3), with respect to information available to the public from agencies; and 5 U.S.C. 8347(m)(3), with respect to disclosure of information to the Office of Personnel Management.

See Vol. II, 38 U.S.C. 5317 and 5318 with respect to Veterans' Benefits information.

See Vol. II, P.L. 83-591, §6103(l)(1), with respect to disclosure of returns and return information by the Secretary of the Treasury to the Social Security Administration; and §7213(a)(1), with respect to the penalty for unauthorized disclosure of that tax return information.

See Vol. II, P.L. 88-525, §11(e)(19), with respect to requesting and exchanging information for purposes of verifying income and eligibility for food stamps.

See Vol. II, P.L. 97-253, §307(f), with respect to supplying information about civil service annuitants.

^[12] P.L. 76-1. Should refer, instead, to P.L. 83-591, Subtitles A and C.

^[13] See Vol. II, Title 5.

^[14] See Vol. II, P.L. 93-406.

^[15] As in original. Probably should be "subsection f".

ATTACHMENT B**DATA FIELDS - ABRIDGED****BENDEX** -Last revised 02/23/2007**PARTS OF THE BENDATA RECORD****A. BENDATA FILE LAYOUT**

Field Name	Field Length	Position Number
SSN OR CAN +BIC	11	1-11
EARNINGS REQUEST CODE	1	12
SURNAME	12	13-24
GIVEN NAME	7	25-31
MIDDLE INITIAL	1	32
SEX	1	33
DATE OF BIRTH	8	34-41
BLANK	3	42-44
AGENCY CODE	3	45-47
BLANK	2	48-49
CATEGORY OF ASSISTANCE CODE	1	50
DIRECT WIRE INPUT	1	51
DATE OF DEATH	8	52-59
STATE COMMUNICATION CODE	3	60-62
IEVS AGENCY SUBCODE	4	63-66
BLANK	1	67
STATE CONTROL DATA	12	68-79
BLANK	1	80

B. DESCRIPTION OF BENDATA FIELDS

This chart identifies each field and the information it contains.

POSITION#	DATA ELEMENT	VALUES	DESCRIPTION
1-09	SSN or CAN (Mandatory Field)	1-9 Numeric	Either the SSN assigned to an individual or CAN, the account number the benefit is filed under.
10-11	BIC	10-11 Alpha/ Numeric	Designates the type of SSA benefit received or filed for. 1-11 is composed of the SSN of the insured followed by a left-justified BIC. Example: 244525699B2 244525699T Not-acceptable example: all zeros, all blanks or ----579335A References: List of SSA BIC Codes, 10801.820
12	Earnings Request	E OR B Blank	NOTE: If inputting a CAN, and an auxiliary beneficiary is involved, the BIC must be shown. If inputting SSN for a primary beneficiary, the BIC can be left blank. E= Earnings request only B= both earnings request and BENDEX data exchange. If the code is "E" or "B" then an earnings request will go to the state BEER file. Leave blank if no earnings data is desired.
13-24	Surname (Mandatory Field)	Alpha	Left justified if fewer than 12 positions are needed.
25-31	Given Name (Mandatory Field)	Alpha	Left justified if fewer than 7 positions.
32	Middle Initial	Alpha	Self-explanatory
33	Sex	M F	Male Female
34-41	Date of Birth (Mandatory Field)	Numeric (MMDDCCYY)	Examples: 08281948 08001948 All zeros "00000000" are acceptable if unknown
42-44	Reserved	Blank	
45-47	Agency Code (Mandatory Field)	Numeric	Reference: State Agency Codes, SM 10801.250
48-49	Reserved	Blank	

50	Category of Assistance Code (Mandatory Field)	A B C D F H I J K N P S U	Aid to the Aged Aid to the Blind Temporary Assistance to Needy Families Aid to the Disabled Food Stamps Health Maintenance, Buy-In or Attempted Buy-In Income Maintenance TANF and FS Medicaid and Food Stamps Title XIX, Medicaid Determination Child Support Enforcement Written Statement of Consent of Individual Unemployment Compensation
51	Direct Wire Input (Internal SSA use only)Do not manually input	W	Record submitted thru SVES. (Internal SSA use only) STATES SHOULD LEAVE THIS FIELD BLANK.
52-59	Date of Death	Numeric (MMDDCCYY)	Alleged or invalid data should not be entered. See DPA and DTH in positions 60-62. This field is optional.
60-62	State Communication Code (Mandatory Field)	BDA DPA DTH	Used to initiate BENDEX data exchange, re-accrete or to change positions 50 and/or 68-79. Deletes BENDEX data exchange and or earning request- recipient is no longer eligible for public assistance or death is alleged. Deletes BENDEX data exchange and or earning request- evidence of death or reliable information is on file.
63-66	IEVS Agency Sub code (optional)	Alpha-Numeric	Up to 4 one-position identification codes assigned by coordinating State agency to identify the requesting State agency. This data is not maintained by the BENDEX System and will only be displayed on direct input responses.

67	Reserved	Blank	
68-79	State Control Data	Alpha-Numeric	State identification or welfare case number. Alpha- numeric or packed data may be used. Binary data are not acceptable.
80	Reserved	Blank	

Note: The mandatory fields, identified above, must be present on every record, in order for your data exchange transaction request to process and avoid exception.

If the BENDATA earnings request indicator code in position 12 is set to "E" or "B" then a finder is input to the Beneficiary Earnings Exchange Data System BEERTAP process for an earnings request reply to go to the appropriate state BEER file.

PARTS OF THE BENDEX RECORD

A. BENDEX RECORD LAYOUT

DESCRIPTION of BENDEX FIELDS This section identifies the data tag name, each position number and a brief explanation of the information it contains.

POSITION #	DATA ELEMENT	VALUES	DESCRIPTION
1-9	CAN/SSN	Numeric Numeric	Claim number under which SSA benefit filed. <ul style="list-style-type: none"> • Recipient's own SSN when they are primary beneficiary. In this situation the CAN is equal to the BOAN/SSN plus the BIC. If the beneficiary is receiving benefits as an auxiliary or spouse on someone else's account, the CAN does not equal the BOAN/SSN. • When SUR UNM records are returned with the State input SSN in positions 71-79, the CAN displayed here is probably an unrelated cross-reference number and should not be used to overlay an SSN you previously validated. See 10801.600.
10-11	BIC	Alpha-Numeric codes	Identifies the type of benefit received. See 10801.820 values and explanations.
12-31	BLN-	Alpha	Left justified if fewer than 20 positions.

32-46	Beneficiary Last Name BGN-	Alpha	Left justified if fewer than 15 positions.
47-61	Beneficiary Given Name BMN-	Alpha	Left justified if fewer than 15 positions.
62-65	Beneficiary Middle Name BSN-	Alpha	Left justified if fewer than 4 positions.
66	Beneficiary Suffix Name Sex	Alpha	Matched records will display the SSA sex code M-male or F- female.
67-88	Payee Name and Address line-1	Alpha /numeric	22 Positions payee name and address data (variable field)
89-110	Payee Name and Address line-2	Alpha /numeric	22 Positions payee name and address data (variable field)
111-132	Payee Name and Address line-3	Alpha /numeric	22 Positions payee name and address data (variable field)
133-154	Payee Name and Address line-4	Alpha /numeric	22 Positions payee name and address data (variable field)
155-176	Payee Name and Address line-5	Alpha /numeric	22 Positions payee name and address data (variable field)
177-198	Payee Name and Address line-6	Alpha /numeric	22 Positions payee name and address data (variable field)
199-203	ZIP Code		5 position address ZIP Code
204-208	FILLER	BLANK	5 positions for future use
209-213	State and County Code	Numeric	A five-position code reflecting the residence of the beneficiary. The first two positions represent the State code; the remaining positions are the SSA assigned county codes.
214	Direct Deposit Indicator (DAN)	C or S or blank	Reflects the type of account to which payment is being deposited. C= Checking account S= Savings account Blank when no direct deposit
215-217	Agency Code	Numeric	Three position State Agency Codes, 10801.250

218	Source Code	A	Request originated from State's attempt to buy-in for a disabled person who is in the 24-month SMI- waiting period.
		B	Request originated as a result of State buy-in activity.
		C	Response generated by SSA to report a change.
		D	Request originated from direct submission by a State.
		R	Reimplementation response generated by SSA at the request of the State.
219	Category of Assistance Code	Alpha	The most recent code submitted by a State on the BENDATA input file. See 10801.060
		Blank	An invalid code was received from the buy-in system. A blank was annotated to the MBR.
220	DWI Code	W Blank	Record submitted through SVES. Not applicable.
221	Earnings Request Indicator	E or B	E-Earnings information was requested. B-Both Earnings information and BENDEX was requested. Earnings information will be released on the BEER record.
222-233	State Control Data	Alpha-Numeric or packed decimal characters	<ul style="list-style-type: none"> • State identification or welfare case number entered on BENDATA record. • Nine digit SSN and three digit SSA county code of residence for automatic buy-in of SSI recipients. • When Source Code (Position # 218) is equal to "C", the data previously annotated to the MBR. <p>See 10801.130.</p>

234-237	IEVS Agency Sub code (This data element originates from the BENDATA record and is not maintained by SSA.)	Alpha-Numeric	Up to 4 codes assigned by the coordinating agency that identifies the requesting agency to which the data is to be released. This field is optional.
238-239	Old BIC	Alpha-Numeric	<ul style="list-style-type: none"> State input BIC is incorrect and differs from the MBR BIC or Change in type of SSA benefit received.
		Blank	<ul style="list-style-type: none"> State did not furnish a BIC, or Data input by State agrees with SSA record.
240-248	SSN	Numeric	<ul style="list-style-type: none"> The SSN furnished on the State's BENDATA record; or The BOSSN.
		Blank	<ul style="list-style-type: none"> The record was not acceptable or the SSN is not available.
249-250	Payment Status Code (LAF)	Alpha-Numeric	NOTE: The SSN may be unverified. A one or two- position code reflecting the SSA payment status for this beneficiary. This payment status code and the effective date determines if entitlement is current and overrides any other entitlement factors.
	Adjustment:	AD AS A9	Adjusted for dual- entitlement Adjusted for simultaneous entitlement
	Current Payment:	CP	All other adjustment actions. Current Payment Status Code.
	RRB Involvement	E	RRB paying benefits
	Current Payment, Advance Filing Deferred	CA DP DW	Claim has been adjudicated; Entitlement is a future date. See positions 89-94. Receipt of public assistance. Receipt of worker's compensation.

D1	Engaging in foreign work.
D2	Beneficiary overpaid because of work.
D3	Auxiliary's benefits withheld because of D2 status for primary beneficiary.
D4	Failure to have child in care.
D5	Auxiliary's benefits withheld because of a D1 status for primary beneficiary.
D6	Deferred to recover overpayment for reason not attributable to earnings.
D9	Miscellaneous deferment

Denied:	N ND	Disallowed claim Disability claim denied.
Delayed:	K L P PB PT R	Advanced filing for deferred payment. Advanced filing Adjudication pending. Benefits delayed, due but not paid. Claim terminated from delayed status. Kill Credit (deletes payment record)
Suspended:	S0 S1 S2 S3 S4 S5 S6 S7 S8 S9 SD SF SH SJ SK SL SM SP SS SW	Determination of continuing disability is pending. Beneficiary engaged in work outside the U.S. Beneficiary is working in the U.S. and expects to earn in excess of annual allowable limit. Auxiliary's benefits withheld because of S2 status of primary beneficiary. Failure to have child in care. Auxiliary's benefits withheld due to S1 status for primary beneficiary. Check was returned - correct address being developed. Disabled beneficiary suspended due to refusal of vocational rehabilitation; imprisoned; extended trial work period. Suspended while payee is being determined. Suspended for reason not separately defined. Technical entitlement only. Beneficiary is entitled on another claim. Special age 72 beneficiary fails to meet residency requirement. Special age 72 beneficiary is receiving a Government pension. Alien suspension Beneficiary has been deported. Beneficiary resides in a country to which checks cannot be sent. Beneficiary refused cash benefits (entitled to HI-SMI only). Special age 72 beneficiary suspended due to receiving public assistance. Post secondary student summer suspension. Suspended because of worker's compensation.

Terminated:	TA	Terminated prior to entitlement.
	TB	Mother, father terminated because beneficiary is entitled to disabled widow(er)'s benefits.
	TC	Disabled widow attained age 62 and is not entitled as an aged widow.
	TJ	Advanced-filed claim terminated after maturity.
	TL	Termination of post secondary student.
	TP	Terminated because of change in type of benefit or post-entitlement action.
	T	Converted from disability benefits to retirement benefits upon reaching age 65.
	T0	Benefits are payable by some other agency.
	T1	Terminated due to death of the beneficiary.
	T2	Auxiliary terminated due to death of the primary.
	T3	Terminated due to divorce, marriage or remarriage of the beneficiary.
	T4	Child attained age 18 or 22 and is not disabled; mother/father terminated because last child attained age 18.
	T5	Beneficiary entitled to other benefits equal or larger.
	T6	Child is no longer a student or disabled; or the last entitled child died or married.
	T7	Child beneficiary was adopted.
T8	Primary beneficiary no longer disabled or the last disabled child no longer disabled.	
Uninsured:	T9	Terminated for reason not separately defined.
	U	Beneficiary is entitled only to HI or SMI.
Withdrawal: Other adjustment or termination status:	W	Withdrawal before entitlement.
	X0	Claim transferred to RRB.
	X1	Beneficiary died.
	X5	Entitled to other benefits.
	X7	HIB/SMIB terminated.
	X8	Payee is being developed.
	X9	Terminated for reason not separately defined.
	XD	Withdrawn for adjustment
	XK	Deportation
	XR	Withdraw from SMIB.

251-256	DOEI-Date of Entitlement Initial	Numeric (MMCCYY)	Initial entitlement date to SSA benefits. If different from DOEC, this may indicate that the beneficiary has more than one period of entitlement.
257-262	DOEC-Date of Entitlement Current	Numeric (MMCCYY)	Current entitlement date to SSA benefits.
263-268	DDO- Date of Disability Onset	Numeric (MMCCYY)	If no date is present then either disability is not involved or the onset was prior to 1975.
269-271 272-279	Filler Date of Birth	Blank Numeric (MMDDCCYY)	3 POSITIONS FOR FUTURE USE See 10801.265
280	Proof of Birth Indicator	Alpha	P = proven Blank = not proven
281-288	Beneficiary Date of Death	Numeric (MMDDCCYY)	Month, day, century and year of death.
289	Proof of Death Code	Alpha	P = proven Blank = not proven
290-297	Communication Code Codes for fully processed records:	Alpha-Numeric WAS XXX (XXX = state code from the old MBR)	Codes derived by the BENDEX SYSTEM to help the state interpret the data received. BENDEX exchange is transferred to your agency: Agency XXX (XXX = state code from the old MBR) will no longer receive BENDEX exchange. (Remark sent to the state submitting a "BPA" BENDATA file) See CF XXX below.
		MATCHED	SSN FOUND. Current data was extracted from the MBR.
		REP PAYE	This is a fully processed record with current data extracted from the MBR. The check is payable to a Representative Payee for the beneficiary.
		FIN MMY (MMYY equals date of termination)	The benefits for this beneficiary terminated for the month indicated. If earnings data was requested, it will be sent. If positions 249-250 are T1, this date reflects the month and year of death.

CHILD SP	This is the initial child support enforcement inquiry for this beneficiary.
XREF NUM	Beneficiary is terminated on this record; there is no cross-reference MBR or other entitlement.
UTL XREF	Pertinent data was extracted on this claim number. No additional MBR data has been located, for a cross- reference account number.

ENFORXXX
(XXX = state
code from
BENDATA
file)

For your information, another state agency XXX (XXX = state code from BENDATA file) has made a child support enforcement inquiry on this beneficiary. (Remark sent to the current data exchange agency on the MBR) Jurisdiction is not changed.

JURISXXX
(XXX = state
code from the
MBR)

You have made a child support enforcement inquiry for this beneficiary. Agency XXX (XXX = state code from MBR) has ongoing BENDEX jurisdiction. (Remark sent to the state submitting a BENDATA file with a "P" in CAC)

CF XXX (XXX
= state code
from
BENDATA
file)

This is the last BENDEX record you will receive for this individual. BENDEX exchange was transferred to agency XXX (XXX = state code from BENDATA file). If there is a conflict, case should be reviewed for investigation of possible fraud. (Remark sent to the old data exchange agency on the MBR)

This code is generated where:

- A direct input and a buy-in accretion are received from different States. The buy-in State will receive the CF record.
- Two direct input accretions are received from different States. The nonresident State will receive the CF record. Residency is determined by positions 232-236 below.
- A single direct input accretion is received from another State. BENDEX exchange was transferred to agency XXX. (Positions 232-236 were not checked in this situation.) Conflict may be the result of address change, split household or possible fraud.

NOTITLE2

Recipient is not entitled to SSA benefits. No benefit record found for this account number. Beneficiary was deleted from State's buy-in account and BENDEX exchange is no longer appropriate. If recipient is eligible under some

Codes for
records without
MBR data:

B-I TERM

	other program, you should submit a direct input accretion.
DELETED	A direct input record was processed with communication code DPA or DTH.
NODELXXX (XXX = state code from the MBR)	You requested deletion of a beneficiary for which another State has jurisdiction. Your request conflicts with Agency XXX (XXX = state code from the MBR). Case review may be appropriate. (Remark sent to the state submitting a "DTH" OR "DPA" BENDATA file)
DIEDMMYY (MMYY equals date of death from MBR)	The number holder on this account is deceased. There are no known survivors; death payment only. If the State's surname does not match the MBR surname, the code SUR UNM is generated.
DOB UNM	There are at least two beneficiaries with the same surname and the DOB match could not be made. See 10801.265.
GIV UNM	A beneficiary on this claim matches the surname, however, the first name and DOB do not match or the recipient may be on our MBR under a different surname. See 10801.265.
SUR UNM	The recipient's surname is different from the beneficiaries on this claim, but the first name and DOB match; or the input SSN was not correct. The recipient may have a different surname on our MBR. See 10801.265.
NO AUTH	Category of Assistance Code (position 50) on the BENDATA record was invalid or blank. If SVES was input (position 68) CAC was invalid.
NO DEX	Your record was dropped because another state with a lower agency code was input simultaneously. Re-evaluate your jurisdiction and re input.
BOAN UNM	This SSN was submitted by direct wire input

and a match could not be made. You may need to submit a SSA-1610 to the local SSAFO.

NO FILE

CAN/SSN is not on MBR.

IMP CAN

The SSN/CAN on the BENDATA record is invalid or impossible, or has not been issued by SSA.

NONEXAMPLES: 000000000
579335WA

IMP CODE

Positions 60-62 on the BENDATA record are invalid or blank.

298-300
301-306

Blank
Effective Date

Filler
Numeric-
MMCCYY

3 POSITIONS FOR FUTURE USE
Payment History current effective date of
current payment

307-311	Monthly Benefit Payable (MBP)	Numeric \$\$\$\$ 000000 Blank	The current net amount due after deductions. Note: Money amounts are still displayed where the beneficiary was previously entitled but is in a nonpayment status (check Payment Status Code). Zeros normally appear if the beneficiary was denied benefits. Entry is not applicable.
312-316	Gross Amount Payable (MBA)	Numeric \$\$\$\$	The monthly SSA benefit due before collection of SMI premium, overpayment, attorney fees or unpaid maritime tax.
317-321	Net Monthly Benefit Amount (MBC)	Numeric \$\$\$\$	The actual money amount payable before SMI deductions after dollar rounding.
322-324	Filler	Blank	3 POSITIONS FOR FUTURE USE
325-333	Verified BOAN	Numeric	Beneficiary's own verified Account Number
334	MED STAT	Alpha	Indicates the account from which Medicare premiums are being deducted. A= active paying account or blank indicates that premiums are deducted from this account. I= inactive, premiums not deducted from this account.
335-343	Dual Entitlement SSN	ALPHA-Numeric	The other SSN under which the beneficiary is entitled. Spaces if not available.
344-345	Dual Entitlement BIC	Alpha-Numeric	Indicates the type of benefit to which the beneficiary is dually or technically entitled.
346	Dual Entitlement Indicator	Alpha	D-Dual Entitlement; T-Triple Entitlement; Blank-No other entitlement.
347-355	Triple Entitlement SSN	Alpha-Numeric	The third account on which the other entitlement exists for Title II benefits. Spaces if blank
356-357	Triple Entitlement BIC	Alpha-Numeric	Indicates the type of benefit to which the beneficiary is entitled.
358-366	Cross Reference SSN	Alpha-Numeric	The account on which actual or potential entitlement exists. If a dual entitlement account number is provided and it is equal to the Cross Reference SSN, this field will be blank. Spaces if blank.

378-384	Retro Payment Amount	Numeric \$\$\$\$\$c	Amount of underpayment for a beneficiary. A beneficiary receiving directed installments or any beneficiary receiving Title II benefits. This could be a premium refund.
385-390	Ending Date for OP DED	Numeric- MMCCYY	The month, century and year that overpayment recovery will cease. Benefits will be resumed at the full rate the following month.
391-393 394-399	Blank SSI Ent/Term Date	Filler Numeric- MMCCYY	3 POSITIONS FOR FUTURE USE The month of first payment or the month following the month of last payment.
400	SSI Status Code	Alpha	Reflects the beneficiary's status in the SSI program.
		A	Individual eligible for SSI and not eligible for Medicaid or third party buy-in.
		B	Terminated due to excess income resulting from title II benefit rate increases.
		C	Conditional SSI payment.
		D	Denied
		E	Receives Federal payment
		G	SSI recipient engaging in SGA; not eligible for special SSI payment; retains eligibility for titles XIX and XX.
		I	Ineligible spouse or parent, or essential person.
		M	SSI recipient engaging in SGA; eligible for special SSI.
		P	Pending SSI determination.
		S	Receives State supplement.
		T	Terminated for reasons not specifically defined.
		U	Terminated due to death; source of report unknown.
		V	Terminated via T30 procedure; not reaccreted.
		W	State supplement terminated (no longer used)
		X	Terminated due to death.
		Y	Terminated due to excess income.
		Z	Terminated due to excess resources.

401-403 404-414	Blank RR Claim Number	Filler Alpha-Numeric	3 POSITIONS FOR FUTURE USE RRB claim account number. This number is not valid for entering in BENDATA records.
415	RR Status Code	Alpha	One letter code to indicate the status of Railroad Claim: A-indicates a current payment; T-indicates Railroad benefit terminated. NOTE: Obsolete codes F or S may appear on old records.
416-421	RRB Jurisdiction Start	Numeric- MMCCYY	Shows the date the number holder's Railroad Annuitant claim was effective.
422-427	RRB Jurisdiction Stop	Numeric- MMCCYY	Shows the date the number holder's Railroad Annuitant's benefits stopped.
428-430 431-435	Blank Monthly OP Ded Amt	Filler Numeric- \$\$\$\$c	3 POSITIONS FOR FUTURE USE Reflects the monthly amount withheld from the benefits to recover an overpayment.
436-440	SSI Overpmt Amt Withheld	Numeric- \$\$\$\$c	Shows the amount the number holder was overpaid in SSI benefits. Sometimes a number holder receives SSI benefits prior to receiving SSA benefits. Once the SSA benefits are awarded, a portion of the SSI benefits can be withheld. This withholding amount is separate and in addition to the Monthly OP Ded Amt above.
441-445	Garnishment Amount Withheld	Numeric- \$\$\$\$c	The amount of money withheld from the monthly payment to satisfy a court ordered garnishment. This withholding amount is separate and in addition to any Monthly OP Ded Amt above.
446-448 449-454	Blank HI Conts Period	Filler Numeric- MMCCYY	3 POSITIONS FOR FUTURE USE Earliest continuous date of entitlement to HI regardless of basis type
455	*Number of HI Occurrences	Numeric	Number of periods the number holder has for Hospital Insurance. Valid entries are '1', '2' or '3'
456-460	HI Premium Amount	Numeric- \$\$\$\$c	The amount withheld for HI part A Medicare coverage, when Health Insurance is premium HI
461-463	Blank	Filler	3 POSITIONS FOR FUTURE USE

464-469	*First HI Start Date	Numeric-MMCCYY	Start date for the basis type
470-475	First HI Term Date	Numeric-MMCCYY	Effective date for the first month of non-coverage of the previous period of HI. An example: A date of 052001 means that the last day of HI coverage was 04/30/01.
476	HI Basis	Alpha	Valid entries- 'A' for Age; 'D' for Disabled; 'E' for End Stage Renal and 'W' for Working Disabled.
477	HI NON COVERED REASON	Alpha	A -Age 65 convert, C -DIB ceased, D- Denied, I -Invalid enroll, Q- Uninsured to insured, R -Refusal, N- No longer renal, P- Premium nonpayment, U- Unknown, V- Voided enrollment, W- Enrollment withdrawal, S- No SMI coverage, T -T2 Term, X - Withdrawal of application
478	HI TYPE	Alpha	F- Free, P- Premium HI
479	HI PERIOD		A -Annual Enrollment Period, D- Initial Enrollment Period based on same or related DIB impairment, G- General Enrollment Period, I -Initial Enrollment Period, N -Not within any enrollment period, Q- Qualified Medicare Beneficiary enrollment, R- Reinstated following appeal, S -Special Enrollment Period, T -Transfer, U - Unknown, X -Enrollment based on EBO provisional, W- No Medicare waiting period.
480-482	Blank	Filler	3 POSITIONS FOR FUTURE USE
483-488	*Second HI Start Date	Numeric-MMCCYY	Second HI Start Date for this Basis type.
489-494	Second HI Term Date	Numeric-MMCCYY	The second period when HI was terminated for this Basis type.
495	HI BASIS	Alpha	Valid entries- 'A' for Age; 'D' for Disabled; 'E' for End Stage Renal and 'W' for Working Disabled.
496	HI NON COVERED REASON	Alpha	A -Age 65 convert, C -DIB ceased, D- Denied, I -Invalid enroll, Q- Uninsured to insured, R -Refusal, N- No longer renal, P- Premium nonpayment, U- Unknown, V- Voided enrollment, W- Enrollment withdrawal,

497-499	Blank	Filler	S- No SMI coverage, T -T2 Term, X - Withdrawal of application
500-505	*Third HI Start Date	Numeric- MMCCYY	3 POSITIONS FOR FUTURE USE Third HI Start Date for this Basis type.
506-511	Third HI Term Date	Numeric- MMCCYY	The third period when HI was terminated for this Basis type.
512	HI BASIS	Alpha	Valid entries- 'A' for Age; 'D' for Disabled; 'E' for End Stage Renal and 'W' for Working Disabled.
513	HI NON COVERED REASON	Alpha	A -Age 65 convert, C -DIB ceased, D- Denied, I -Invalid enroll, Q- Uninsured to insured, R -Refusal, N- No longer renal, P- Premium nonpayment, U- Unknown, V- Voided enrollment, W- Enrollment withdrawal, S- No SMI coverage, T -T2 Term, X - Withdrawal of application
514-516	Blank	Filler	3 POSITIONS RESERVED FOR FUTURE USE
517-519	HI THIRD PARTY PREMIUM PAYER		HI Third party payer code S01-S99 = state billing, T01-Z98 = Private third party billing, Z99 = Conditional state group payer
520-525	HI THIRD PARTY START DATE	Numeric- MMCCYY	The effective date of the HI third party premium payer
526-531	HI THIRD PARTY STOP DATE	Numeric- MMCCYY	The date the HI third party premium payment stopped.
532	HI THIRD PARTY CATEGORY	Alpha	S- state, P- Private, Q- QMB Conditional
533-535	Blank	Filler	3 POSITIONS RESERVED FOR FUTURE USE
536-541	*SMI CONTS PERIOD	Numeric- MMCCYY	Earliest continuous date of entitlement to SMI regardless of basis type
542	NUMBER OF SMI OCCURRENC ES	Numeric	Number of periods the number holder has for Supplemental Medical Insurance entitlement. Valid entries are '1', '2' or '3'.
543-547	SMI PREMIUM AMOUNT	Numeric- \$\$\$\$¢	The SMI premium amount collectible which could include any additional penalty amount.
548-550	Blank	Filler	3 POSITIONS RESERVED FOR FUTURE USE

551-556	*First SMI Start Date	Numeric-MMCCYY	USE The effective date of the first period of Supplemental Medical Insurance for the current Basis type.
557-562	First SMI Term Date	Numeric-MMCCYY	The effective date for which a previous period of Part B coverage was terminated, that is, the first month of non-coverage. EXAMPLE: A date of 02/01 means the last covered month was 01/01, specifically 1/31/2001.
563	SMI BASIS	Alpha	Valid entries- 'A' for Age; 'D' for Disabled; 'E' for End Stage Renal and 'W' for Working Disabled.
564	SMI NON COVERED REASON	Alpha	A -Age 65 convert, C -DIB ceased, D- Denied, I -Invalid enroll, Q- Uninsured to insured, R -Refusal, N- No longer renal, P- Premium nonpayment, U- Unknown, V- Voided enrollment, W- Enrollment withdrawal, S- No SMI coverage, T -T2 Term, X - Withdrawal of application
565	SMI PERIOD	Alpha	A-Annual Enrollment Period, D -Initial EP based on same or related DIB impairment, G -General EP, I -Initial EP, N -Not within any enrollment period, Q- QMB enrollment, R - Reinstated following appeal, S -Special EP, U -Unknown, X- Enrollment based on EBO provisional, W - No Medicare waiting period
566-568	Blank	Filler	3 POSITIONS RESERVED FOR FUTURE USE
569-574	*Second SMI Start Date	Numeric-MMCCYY	The effective date of the second period of Supplemental Medical Insurance for this Basis type.
575-580	Second SMI Term Date	Numeric-MMCCYY	The date the number holder's second period of Supplemental Medical Insurance ended.
581	SMI BASIS	ALPHA	Valid entries- 'A' for Age; 'D' for Disabled; 'E' for End Stage Renal and 'W' for Working Disabled.
582	SMI NON COVERED REASON	ALPHA	A -Age 65 converted, C -DIB ceased, D- Denied, I -Invalid enroll, Q- Uninsured to insured, R -Refusal, N- No longer renal, P- Premium nonpayment, U- Unknown, V- Voided enrollment, W- Enrollment

583-585	Blank	Filler	withdrawal, S- No SMI coverage, T -T2 Term, X - Withdrawal of application 3 POSITIONS RESERVED FOR FUTURE USE
586-591	*Third SMI Start Date	Numeric- MMCCYY	The effective date of the third period of Supplemental Medical Insurance for this Basis type.
592-597	Third SMI Term Date	Numeric- MMCCYY	The date the number holder's third period of Supplemental Medical Insurance ended.
598	SMI BASIS	ALPHA	Valid entries- 'A' for Age; 'D' for Disabled; 'E' for End Stage Renal and 'W' for Working Disabled.
599	SMI NON COVERED REASON	ALPHA	A -Age 65 convert, C -DIB ceased, D- Denied, I -Invalid enroll, Q- Uninsured to insured, R -Refusal, N- No longer renal, P- Premium nonpayment, U- Unknown, V- Voided enrollment, W- Enrollment withdrawal, S- No SMI coverage, T -T2 Term, X -Withdrawal of application 3 POSITIONS RESERVED FOR FUTURE USE
600-602	Blank	Filler	010-650- The agency code for the State billed for SMI premium payments. 700- Civil Service OPM. A01-R99- Indicates it is a private payer Group Payer Enrollment.
603-605	SMI PREMIUM PAYER	Alpha	The date for which a third party accepted liability of first paid Part B premiums.
606-611	SMI THIRD PARTY START DATE	Numeric- MMCCYY	The last month for which a third party no longer accepted liability for Part B premiums. The third party has paid Part B premiums due for the month indicated.
612-617	SMI THIRD PARTY STOP DATE	Numeric- MMCCYY	C- Civil, P- Private, S- State
618	SMI THIRD PARTY CATEGORY	ALPHA	
619-621	Blank	Filler	3 POSITIONS RESERVED FOR FUTURE USE
622-626	VARIABLE SMI PREMIUM	Numeric- \$\$\$\$C	An amount lower than the regular amount of Supplemental Medical Insurance premium.
627-632	VARIABLE SMI START DATE	Numeric- MMCCYY	Variable Supplemental Medical Insurance start date.

633-638	VARIABLE SMI TERM DATE	Numeric- MMCCYY	Variable Supplemental Medical Insurance term date.
639-644	*CTZN- START DATE 1	Numeric- MMCCYY	The first month and year of a client's citizenship began to a particular country. *FIRST OCCURRENCE
645-650	CTZN-STOP DATE 1	Numeric- MMCCYY	The last month and year of a client's citizenship ended to a particular country. FIRST OCCURRENCE
651-652	CTZN- COUNTRY 1	2 positions ALPHA	2 Position country of citizenship FIRST OCCURRENCE See valid country codes section 10801.255
653	CTZN-US PROOF 1	1 position ALPHA	This position is conditional, based on the country of citizenship being the United States (US). The values are N- not proven, Y- proven, C- presumed Blank- when the country of citizenship is equal to anything other than US. FIRST OCCURRENCE
654-659	*CTZN- START DATE 2	Numeric- MMCCYY	The first month and year of a client's citizenship began to a particular country. *SECOND OCCURRENCE
660-665	CTZN-STOP DATE 2	Numeric- MMCCYY	The last month and year of a client's citizenship ended to a particular country. SECOND OCCURRENCE
666-667	CTZN- COUNTRY 2	2 positions ALPHA	2 Position country of citizenship SECOND OCCURRENCE See valid country codes section 10801.255
668	CTZN-US PROOF 2	1 position ALPHA	This position is conditional, based on the country of citizenship being the United States (US). The values are N- not proven, Y- proven, C- presumed Blank- when the country of citizenship is equal to anything other than US. SECOND OCCURRENCE
669-674	*CTZN- START DATE 3	Numeric- MMCCYY	The first month and year of a client's citizenship began to a particular country. THIRD OCCURRENCE
675-680	CTZN-STOP DATE 3	Numeric- MMCCYY	The last month and year of a client's citizenship ended to a particular country. THIRD OCCURRENCE
681-682	CTZN- COUNTRY 3	ALPHA	2 Position country of citizenship. THIRD OCCURRENCE See valid country codes section 10801.255

683	CTZN-US PROOF 3	ALPHA	This position is conditional, based on the country of citizenship being the United States (US). The values are N- not proven, Y- proven, C- presumed Blank- when the country of citizenship is equal to anything other than US. THIRD OCCURRENCE
684-800	Blank	Filler	117 POSITIONS RESERVED FOR FUTURE USE

***There are three occurrences provided for the HI, SMI and Citizenship data which begin with the most current/newest period to the older period in that order.**

**B. LIST OF BENDEX
FIELD NAMES AND
RECORD POSITIONS**

Below please find a field length and position number layout of the BENDEX file.

RECORD POSITION	FIELD NAME	FIELD LENGTH
1-9	CAN	9
10-11	BIC	2
12-31	BLN-LAST NAME	20
32-46	BGN-GIVEN NAME	15
47-61	BMN-MIDDLE NAME	15
62-65	BSN-SUFFIX	4
66	SEX	1
67-88	Payee Name and Address LINE 1	22
89-110	Payee Name and Address LINE 2	22
111-132	Payee Name and Address LINE 3	22
133-154	Payee Name and Address LINE 4	22
155-176	Payee Name and Address LINE 5	22
177-198	Payee Name and Address LINE 6	22
199-203	ZIP CODE	5
204-208	BLANK	5
209-213	STATE AND COUNTY CODE	5
214	DIRECT DEPOSIT INDICATOR (C OR S)	1
215-217	AGENCY CODE	3
218	SOURCE CODE	1
219	CATEGORY OF ASSISTANCE CODE	1
220	DWI Code	1
221	EARNINGS REQUEST INDICATOR	1
222-233	STATE CONTROL DATA	12
234-237	IEVS AGENCY SUBCODE	4
238-239	OLD BIC	2
240-248	SOCIAL SECURITY NUMBER	9
249-250	PAYMENT STATUS CODE	2
251-256	DATE OF INITIAL ENTITLEMENT (MMCCYY)	6
257-262	DATE OF CURRENT ENTITLEMENT (MMCCYY)	6
263-268	DISABILITY DATE OF ONSET (MMCCYY)	6
269-271	BLANK	3
272-279	DATE OF BIRTH (MMDDCCYY)	8
280	PROOF OF BIRTH INDICATOR	1
281-288	BDOD (MMDDCCYY) date of death	8

289	PODC-proof of death	1
290-297	COMMUNICATION CODE	8
298-300	BLANK	3
301-306	Effective Date (MMCCYY)	6
307-311	MONTHLY BENEFIT PAYABLE (\$\$\$\$¢)	5
312-316	GROSS AMOUNT PAYABLE (\$\$\$\$¢)	5
317-321	NET MONTHLY BENEFIT AMT (\$\$\$\$¢)	5
322-324	BLANK	3
325-333	VERIFIED BOAN	9
334	MED STAT	1
335-343	DUAL ENTITLEMENT SSN	9
344-345	DUAL ENTITLEMENT BIC	2
346	DUAL ENTITLEMENT INDICATOR	1
347-355	TRIPLE ENTITLEMENT SSN	9
356-357	TRIPLE ENTITLEMENT BIC	2
358-366	CROSS REFERENCE SSN	9
367-368	CROSS REFERENCE BIC	2
369-374	RECORD PROCESSING DATE (MMDDYY)	6
375-376	BLANK	2
377	PAYMENT CYCLING INDICATOR	1
378-384	RETRO PAYMENT AMOUNT (\$\$\$\$¢¢)	7
385-390	ENDING DATE FOR OP DED (MMCCYY)	6
391-393	BLANK	3
394-399	SSI ENT/TERM DATE (MMCCYY)	6
400	SSI STATUS CODE	1
401-403	BLANK	3
404-414	RR CLAIM NUMBER	11
415	RR STATUS CODE	1
416-421	RRB JURISDICTION START (MMCCYY)	6
422-427	RRB JURISDICTION STOP (MMCCYY)	6
428-430	BLANK	3
431-435	MONTHLY OP DED AMT (\$\$\$\$¢)	5
436-440	SSI OVERPMT AMT WITHHELD (\$\$\$\$¢)	5
441-445	GARNISHMENT AMT WITHHELD (\$\$\$\$¢)	5
446-448	BLANK	3
449-454	HI CONTS PERIOD (MMCCYY)	6
455	NUMBER OF HI OCCURRENCES	1
456-460	HI PREMIUM AMOUNT (\$\$\$\$¢)	5
461-463	BLANK	3
464-469	*FIRST HI START DATE (MMCCYY)	6
470-475	FIRST HI TERM DATE (MMCCYY)	6
476	HI BASIS	1
477	HI NON COVERED REASON	1

478	HI TYPE	1
479	HI PERIOD	1
480-482	BLANK	3
483-488	*SECOND HI START DATE (MMCCYY)	6
489-494	SECOND HI TERM DATE (MMCCYY)	6
495	HI BASIS	1
496	HI NON COVERED REASON	1
497-499	BLANK	3

500-505	*THIRD HI START DATE (MMCCYY)	6
506-511	THIRD HI TERM DATE (MMCCYY)	6
512	HI BASIS	1
513	HI NON COVERED REASON	1
514-516	BLANK	3
517-519	HI THIRD PARTY PREMIUM PAYER	3
520-525	HI THIRD PARTY START DATE (MMCCYY)	6
526-531	HI THIRD PARTY STOP DATE (MMCCYY)	6
532	HI THIRD PARTY CATEGORY	1
533-535	BLANK	3
536-541	SMI CONTS PERIOD (MMCCYY)	6
542	NUMBER OF SMI OCCURRENCES	1
543-547	SMI PREMIUM AMOUNT (\$\$\$\$¢)	5
548-550	BLANK	3
551-556	*FIRST SMI START DATE (MMCCYY)	6
557-562	FIRST SMI TERM DATE (MMCCYY)	6
563	SMI BASIS	1
564	SMI NON COVERED REASON	1
565	SMI PERIOD	1
566-568	BLANK	3
569-574	*SECOND SMI START DATE (MMCCYY)	6
575-580	SECOND SMI TERM DATE (MMCCYY)	6
581	SMI BASIS	1
582	SMI NON COVERED REASON	1
583-585	BLANK	3
586-591	*THIRD SMI START DATE (MMCCYY)	6
592-597	THIRD SMI TERM DATE (MMCCYY)	6
598	SMI BASIS	1
599	SMI NON COVERED REASON	1
600-602	BLANK	3
603-605	SMI PREMIUM PAYER	3
606-611	SMI THIRD PARTY START DATE (MMCCYY)	6
612-617	SMI THIRD PARTY STOP DATE (MMCCYY)	6
618	SMI THIRD PARTY CATEGORY	1
619-621	BLANK	3
622-626	VARIABLE SMI PREMIUM (\$\$\$\$¢)	5
627-632	VARIABLE SMI START (MMCCYY)	6
633-638	VARIABLE SMI TERM (MMCCYY)	6

639-644	*CITIZENSHIP START DATE 1 (MMCCYY)	6
645-650	CITIZENSHIP STOP DATE 1 (MMCCYY)	6
651-652	CITIZENSHIP COUNTRY 1	2
653	CITIZENSHIP US PROVEN 1	1
654-659	*CITIZENSHIP START DATE 2 (MMCCYY)	6
660-665	CITIZENSHIP STOP DATE 2 (MMCCYY)	6
666-667	CITIZENSHIP COUNTRY 2	2
668	CITIZENSHIP US PROVEN 2	1
669-674	*CITIZENSHIP START DATE 3 (MMCCYY)	6
675-680	CITIZENSHIP STOP DATE 3 (MMCCYY)	6
681-682	CITIZENSHIP COUNTRY 3	2
683	CITIZENSHIP US PROVEN 3	1
684-800	FILLER	117

***There are three occurrences provided for the HI, SMI and Citizenship data which begin with the most current/newest period to the older period in that order.**

Source of BENDEX Information:

Beneficiary Earnings and Data Exchange (BENDEX) Handbook for Daily Process (*Last revised 02/23/2007*)

SDX -Last revised 11/2006

SDX RECORD LAYOUT

KEY FOR TYPE COLUMN

A=ALPHA
N=NUMERIC
AS=ALPHA, SPECIAL CHARACTER
ANS=ALPHA, NUMERIC, SPECIAL CHARACTER

LENGTH	DATA ELEMENT	TYPE	POSITION
4	Record Length	N	1-4
1	Record Identification Code	A	5
2	Transaction Code	AN	6-7
8	Record Establishment Date	N	8-15
8	Record Processing Date	N	16-23
6	Redetermination Date	N	24-29
1	Reaccrion Indicator	A	30
1	Current Record Indicator	N	31
2	Last Transaction Type	AN	32-33
8	Last Transaction Date	N	34-41
1	Record Source Code	A	42
9	SSN	N	43-51
12	Claim Number	AN	52-63
2	Recipient Type Code	A	64-65
30	blanks	AS	66-95
6	Other Name	AS	96-101
8	Date of Birth with Century	N	102-109
1	Sex Code	A	110
1	Race Code	A	111
1	Zebly Indicator	A	112
1	Marital Status	AN	113
1	Blank	A	114
1	Recipient's Address- Number of Lines	A/N	115

LENGTH	DATA ELEMENT	TYPE	POSITION
210	Recipient's Mailing Address	ANS	116-325
5	Recipient's ZIP Code	AN	326-330
4	Recipient's ZIP + 4 Code	A N	331-334
1	Blank		335
1	Residence Address Number of Lines	N	336
175	Residence Address	AN	337-511
5	Residence ZIP Code	AN	512-516
4	Residence ZIP + 4 Code	AN	517-520
3	DO Code (Servicing)	AN	521-523
10	Telephone Number	N	524-533
8	Application Date	N	534-541
8	Application Filing Date	N	542-549
3	Denial Code	AN	550-552
8	Denial Date	N	553-560
8	Death Date	N	561-568
1	Death Date Source Code	N	569
8	SSI/Optional SSP Eligibility Date	N	570-577
1	Alien Indicator Code	AN	578
6	Alien Date of Residence	N	579-584
2	Country of Origin	A	585-586
1	Resource Code - House	A	587
1	Resource Code - Vehicle	A	588
1	Resource Code - Life Insurance	A	589
1	Resource Code - Income Producing Property	A	590
1	Resource Code - Other	A	591
1	Third Party Insurance Indicator	A	592
1	Medicaid - Unpaid Medical Expense Indicator	A	593
6	Third Party Liability Event Date	N	594-599
6	Food Stamp Input Date	N	600-605
1	Food Stamp Recipient Status	A	606
1	Food Stamp Application	A	607

LENGTH	DATA ELEMENT	TYPE	POSITION
22	Win of Recipient	ANS	608-629
1	Essential Person Indicator	AN	630
9	SSN of Essential Person of Eligible Individual	N	631-639
22	WIN of Essential Person	ANS	640-661
9	SSN of Eligible Spouse	N	662-670
22	WIN of Eligible Spouse	ANS	671-692
1	Ineligible Spouse/Parent Indicator	A	693
30	Name of Ineligible Spouse or Parent	N	694-723
9	SSN of Ineligible Spouse or Parent	N	724-732
12	CAN of Ineligible Spouse or Parent	AN	733-744
22	WIN of Ineligible Spouse or Parent	ANS	745-766
7	Earned Income Wage Estimate - Ineligible Spouse or Parent	N	767-773
7	Net Self-Employment Income Estimate - Ineligible Spouse or Parent	N	774-780
1	Unearned Income Type Code - Ineligible Spouse or Parent	A	781
7	Unearned Income Amount - Ineligible Spouse or Parent	N	782-788
1	Unearned Income Frequency - Ineligible Spouse or Parent	A	789
1	Unearned Income Type Code - Ineligible Spouse or Parent	A	790
7	Unearned Income Amount - Ineligible Spouse or Parent	N	791-797
1	Unearned Income Frequency - Ineligible Spouse or Parent	A	798
1	Unearned Income Type Code - Ineligible Spouse or Parent	A	799
7	Unearned Income Amount - Ineligible Spouse or Parent	N	800-806
1	Unearned Income Frequency - Ineligible Spouse or Parent	A	807
1	Ineligible Spouse/Parent Indicator	A	808
30	Name of Ineligible Spouse or Parent	ANS	809-838
9	SSN of Ineligible Spouse or Parent	N	839-847

LENGTH	DATA ELEMENT	TYPE	POSITION
12	CAN of Ineligible Spouse or Parent	AN	848-859
22	WIN of Ineligible Spouse or Parent	ANS	860-881
7	Earned Income Wage Estimate - Ineligible Spouse or Parent	N	882-888
7	Net Self-Employment Income Estimate - Ineligible Spouse or Parent	N	889-895
1	Unearned Income Type Code - Ineligible Spouse or Parent	A	896
7	Unearned Income Amount - Ineligible Spouse or Parent	N	897-903
1	Unearned Income Frequency - Ineligible Spouse or Parent	A	904
1	Unearned Income Type Code - Ineligible Spouse or Parent	A	905
7	Unearned Income Amount - Ineligible Spouse or Parent	N	906-912
1	Unearned Income Frequency - Ineligible Spouse or Parent	A	913
1	Unearned Income Type Code - Ineligible Spouse or Parent	A	914
7	Unearned Income Amount - Ineligible Spouse or Parent	N	915-921
1	Unearned Income Frequency - Ineligible Spouse or Parent	A	922
8	Representative Selection Date	N	923-930
3	Custody Code	A	931-933
1	Competency Code	A	934
3	Type of Payee Code	A	935-937
1	Disability Payment Code	A	938
8	Onset Date of Disability/Blindness	N	939-946
1	Blank		947
1	Rollback Code	AN	948
1	Federal Countable Income (Dec 1973) Source Code	AN	949
7	Federal Countable Income (Dec. 1973)	N	950-956
1	Federal Living Arrangement Code (Dec 1973)	A	957
2	State Code at Conversion	N	958-959
4	Welfare Office Code Dec. 1973 Conversion Only	AN	960-963
1	Direct Deposit Savings/Checking Account Indicator	A	964
1	Appeals Flag	A	965
1	Appeals Code	A	966

LENGTH	DATA ELEMENT	TYPE	POSITION
8	Appeals Filing Date	N	967-974
1	SSN Cross-Reference Indicator	AN	975
1	SSN - Multiple SSN Indicator	N	976
9	SSN - List of Multiple SSNs	N	977-985
1	Verification Code - Multiple SSNs	A	986
9	SSN - List of Multiple SSNs	N	987-995
1	Verification Code - Multiple SSNs	A	996
9	SSN - List of Multiple SSNs	N	997-1005
1	Verification Code - Multiple SSNs	A	1006
9	SSN - List of Multiple SSNs	N	1007-1015
1	Verification Code - Multiple SSNs	A	1016
9	SSN - List of Multiple SSNs	N	1017-1025
1	Verification Code - Multiple SSNs	A	1026
1	SSN Correction Indicator	A	1027
1	Qualified Medicaid Beneficiary RESERVED FOR FUTURE USE ONLY	A	1028
1	Head of Household Status Indicator	A	1029
1	Student Indicator	A	1030
2	Earned Income Period	AN	1031-1032
7	Earned Income Wage Estimate	N	1033-1039
7	Earned Income Exclusion (Plan for Achieving Self-Support)	N	1040-1046
7	Earned Income - Net Self-Employment Estimate	N	1047-1053
7	Blind Work Expenses Exclusion	N	1054-1060
1	Unearned Income - Number of Entries	N	1061
1	Unearned Income Overflow Indicator	N	1062
1	Unearned Income Type Code	A	1063
6	Unearned Income Start Date	N	1064-1069
6	Unearned Income Stop Date	N	1070-1075
7	Unearned Income Amount	N	1076-1082
1	Unearned Income Frequency	A	1083
12	Claim Identification Number	AN	1084-1095
1	Unearned Income Verification Code	AN	1096

LENGTH	DATA ELEMENT	TYPE	POSITION
1	Unearned Income Type Code	A	1097
6	Unearned Income Start Date	N	1098-1103
6	Unearned Income Stop Date	N	1104-1109
7	Unearned Income Amount	N	1110-1116
1	Unearned Income Frequency	A	1117
12	Claim Identification Number	AN	1118-1129
1	Unearned Income Verification Code	AN	1130
1	Unearned Income Type Code	A	1131
6	Unearned Income Start Date	N	1132-1137
6	Unearned Income Stop Date	N	1138-1143
7	Unearned Income Amount	N	1144-1150
1	Unearned Income Frequency	A	1151
12	Claim Identification Number	AN	1152-1163
1	Unearned Income Verification Code	AN	1164
1	Unearned Income Type Code	A	1165
6	Unearned Income Start Date	N	1166-1171
6	Unearned Income Stop Date	N	1172-1177
7	Unearned Income Amount	N	1178-1184
1	Unearned Income Frequency	A	1185
12	Claim Identification Number	AN	1186-1197
1	Unearned Income Verification Code	AN	1198
1	Unearned Income Type Code	A	1199
6	Unearned Income Start Date	N	1200-1205
6	Unearned Income Stop Date	N	1206-1211
7	Unearned Income Amount	N	1212-1218
1	Unearned Income Frequency	A	1219
12	Claim Identification Number	AN	1220-1231
1	Unearned Income Verification Code	AN	1232
1	Unearned Income Type Code	A	1233
6	Unearned Income Start Date	N	1234-1239
6	Unearned Income Stop Date	N	1240-1245
7	Unearned Income Amount	N	1246-1252

LENGTH	DATA ELEMENT	TYPE	POSITION
1	Unearned Income Frequency	A	1253
12	Claim Identification Number	AN	1254-1265
1	Unearned Income Verification Code	AN	1266
1	Unearned Income Type Code	A	1267
6	Unearned Income Start Date	N	1268-1273
6	Unearned Income Stop Date	N	1274-1279
7	Unearned Income Amount	N	1280-1286
1	Unearned Income Frequency	A	1287
12	Claim Identification Number	AN	1288-1299
1	Unearned Income Verification Code	AN	1300
1	Unearned Income Type Code	A	1301
6	Unearned Income Start Date	N	1302-1307
6	Unearned Income Stop Date	N	1308-1313
7	Unearned Income Amount	N	1314-1320
1	Unearned Income Frequency	A	1321
12	Claim Identification Number	AN	1322-1333
1	Unearned Income Verification Code	AN	1334
1	Unearned Income Type Code	A	1335
6	Unearned Income Start Date	N	1336-1341
6	Unearned Income Stop Date	N	1342-1347
7	Unearned Income Amount	N	1348-1354
1	Unearned Income Frequency	N	1355
12	Claim Identification Number	AN	1356-1367
1	Unearned Income Verification Code	AN	1368
57	Blanks		1369-1425
1	Institutionalization Determination Code	A	1426
7	SSI Monthly Assistance Amount	N	1427-1433
7	SSI Gross Payable Amount	N	1434-1440
7	State Supplement Amount	N	1441-1447
7	State Supplement Gross Payable Amount	N	1448-1454
8	Payment Date	N	1455-1462

LENGTH	DATA ELEMENT	TYPE	POSITION
7	SSI Monthly Assistance Amount	N	1463-1469
7	State Supplement Amount	N	1470-1476
8	Payment Date	N	1477-1484
7	SSI Monthly Assistance Amount	N	1485-1491
7	State Supplement Amount	N	1492-1498
8	Payment Date	N	1499-1506
7	SSI Monthly Assistance Amount	N	1507-1513
7	State Supplement Amount	N	1514-1520
7	Advance Payment Amount	N	1521-1527
1	Conditional Payment	A	1528
1	Multi-category Indicator	AN	1529
1	Special Needs Code (Other than Essential Person)	A	1530
1	Concurrent State Payment Code	AN	1531
6	Month of Change	N	1532-1537
1	Medicaid Eligibility Code	A	1538
3	Payment Status Code	ANS	1539-1541
1	Federal Living Arrangement Code	A	1542
1	Living Arrangement Code - Optional State Supplement	A	1543
5	State and County Code of Jurisdiction	AN	1544-1548
6	Month of Change	N	1549-1554
1	Medicaid Eligibility Code	A	1555
3	Payment Status Code	ANS	1556-1558
1	Federal Living Arrangement Code	A	1559
1	Living Arrangement Code - Optional State Supplement	A	1560
5	State and County Code of Jurisdiction	AN	1561-1565
6	Month of Change	N	1566-1571
1	Medicaid Eligibility Code	A	1572
3	Payment Status Code	ANS	1573-1575
1	Federal Living Arrangement Code	A	1576

LENGTH	DATA ELEMENT	TYPE	POSITION
1	Living Arrangement Code- Optional State Supplement	A	1577
5	State and County Code of Jurisdiction	AN	1578-1582
6	Month of Change	N	1583-1588
1	Medicaid Eligibility Code	A	1589
3	Payment Status Code	ANS	1590-1592
1	Federal Living Arrangement Code	A	1593
1	Living Arrangement Code - Optional State Supplement	A	1594
5	State and County Code of Jurisdiction	AN	1595-1599
6	Month of Change	N	1600-1605
1	Medicaid Eligibility Code	A	1606
3	Payment Status Code	ANS	1607-1609
1	Federal Living Arrangement Code	A	1610
1	Living Arrangement Code - Optional State Supplement	A	1611
5	State and County Code of Jurisdiction	AN	1612-1616
6	Month of Change	N	1617-1622
1	Medicaid Eligibility Code	A	1623
3	Payment Status Code	ANS	1624-1626
1	Federal Living Arrangement Code	A	1627
1	Living Arrangement Code - Optional State Supplement	A	1628
5	State and County Code of Jurisdiction	AN	1629-1633
6	Month of Change	N	1634-1639
1	Medicaid Eligibility Code	A	1640
3	Payment Status Code	ANS	1641-1643
1	Federal Living Arrangement Code - Optional State Supplement	A	1644
1	Living Arrangement Code - Optional State Supplement	A	1645
5	State and County Code of Jurisdiction	AN	1646-1650
6	Month of Change	N	1651-1656
1	Medicaid Eligibility Code	A	1657
3	Payment Status Code	ANS	1658-1660
1	Federal Living Arrangement Code	A	1661

LENGTH	DATA ELEMENT	TYPE	POSITION
1	Living Arrangement Code - Optional State Supplement	A	1662
5	State and County Code of Jurisdiction	AN	1663-1667
6	Month of Change	N	1668-1673
1	Medicaid Eligibility Code	A	1674
3	Payment Status Code	ANS	1675-1677
1	Federal Living Arrangement Code	A	1678
1	Living Arrangement Code - Optional State Supplement	A	1679
5	State and County Code of Jurisdiction	AN	1680-1684
6	Month of Change	N	1685-1690
1	Medicaid Eligibility Code	A	1691
3	Payment Status Code	ANS	1692-1694
1	Federal Living Arrangement Code	A	1695
1	Living Arrangement Code - Optional State Supplement	A	1696
5	State and County Code of Jurisdiction	AN	1697-1701
1	Medicare Entitlement Code	A	1702
1	Medicaid Test Indicator	A	1703
8	Medicaid Effective Date	N	1704-1711
8	Date Residency Began	N	1712-1719
1	Federal Eligibility Code	A	1720
1	Optional State Eligibility Code	A	1721
1	Mandatory Eligibility Code	A	1722
1	Budget Month Flag	AN	1723
1	Federal Living Arrangement Code -Budget Month	A	1724
7	Unearned Income -Retrospective Net Countable Amount	N	1725-1731
7	Earned Income - Retrospective Net Countable Amount	N	1732-1738
7	Deemed Income Amount (Retrospective)	N	1739-1745
7	Earned Income - Net Countable Amount	N	1746-1752
7	Unearned Income - Net Countable Amount	N	1753-1759
7	Deemed Income Amount	N	1760-1766
7	State Benefit Amount	N	1767-1773
1	IAR Status Code	N	1774

LENGTH	DATA ELEMENT	TYPE	POSITION
5	State and County Code of Reimbursement	AN	1775-1779
1	Overpayment/Underpayment Indicator	A	1780
7	Overpayment Balance	N	1781-1787
7	Current Month's Recovery Amount	N	1788-1794
8	Overpayment Waiver Date	N	1795-1802
7	Overpayment Waiver Amount	N	1803-1809
12	Converted Railroad Board Number	AN	1810-1821
1	Alien Sponsor Status Code	A	1822
1	Alien Eligibility Code	AN	1823
13	Bank Transit/Routing Number	N	1824-1836
17	Bank Account Number	AN	1837-1853
2	Foreign Language Code	A	1854-1855
2	Appeals Decision Code	A/N	1856-1857
8	Appeals Decision Code Date	AN	1858-1865
2	Appeal Reason	A	1866-1867
2	MN Diary	A	1868-1869
8	MN Diary Date	N	1870-1877
2	TOA (Type of Action)	A/N	1878-1879
1	Current Composition Code	AN	1880
1	Selection Indicator Code	A/N	1881
1	Food Stamp – Heating	A	1882
1	Food Stamp – Shelter	A	1883
76	Reserved for State Use		1884-1959
40	Reserved for State Use (additional Space)		1960-1999
1	Reserved for Wire Transmission Character	A/N	2000
54	Individual's name	A/N	2001-2054
40	Representative Payee Agency Name	A/N	2055-2094
54	Representative Payee Name	A/N	2095-2148
140	Representative Payee Address	A/N	2149-2288
22	Representative Payee City	A/N	2289-2310
2	Representative Payee State Name	A	2311-2312

LENGTH	DATA ELEMENT	TYPE	POSITION
5	Representative Payee ZIP	A/N	2313-2317
4	Representative Payee ZIP+4	A/N	2318-2321
35	Representative Payee Foreign Country	A	2322-2356
15	Representative Payee Foreign Zone	A/N	2357-2371
3	Representative Payee Consul CD	N	2372-2374
1	Representative Payee Legend Choice	A/N	2375
35	Representative Payee Legend Free-Form	A	2376-2410
1	Deeming Indicator	A	2411
589	Blanks		2412-3000

Source of SDX Information:

The State Data Exchange (SDX) Manual (*Last revised 11/2006*)

SVES - Last revised 02/2007

INPUT RECORD LAYOUT

The following table illustrates the SVES input record layout. Mandatory fields are identified with an asterisk. However, only one number, SSN or CAN should be input (generally, SSN is preferable). If the CAN is input, the BIC is mandatory. *Category of Assistance is a mandatory field only for BENDEX/BEER requests and Food Stamp Death requests.*

Key:

A=Alpha

N=Numeric

AN=Alphanumeric

FIELD	TYPE	POSITION
*SSN	N	1-9
*Claim Account Number (CAN)	N	10-18
Beneficiary Identification Code (BIC)	AN	19-21
*Surname	AN	22-40
Middle Initial	AN	41
First Name	AN	42-53
*Date of Birth	N	54-61
Sex	A	62
Title II Request	AN	63
Title XVI Request	AN	64
*State Agency Code	N	65-67
*Category of Assistance	AN	68
State Communication Code	AN	69-71
Exchange Request Data	AN	72-111
(For Future Expansion)	AN	112-137

OUTPUT: RESPONSES TO THE STATES – RECORD LAYOUTS

The basic output record layouts for the four types are as follows:

- Type 1

Verification (1-156)

- Type 2

Verification (1-156)	Title 2 (157-839)
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- Type 3

Verification (1-156)	Title 16 (157-1468)
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- Type 4

Verification (1-156)	Title 2 (157-839)	Title 16 (840-2151)
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**SSN VERIFICATION/STANDARD RESPONSE
RECORD LAYOUT - ABRIDGED**

DATA ELEMENT	POSITION
Input SSN	1-9
Input Claim Account Number (CAN) (10-18)/BIC (19-21)	10-21
Input Surname	22-40
Input Middle Initial	41
Input First Name	42-53
Input Date of Birth	54-61
Input Sex	62
Input State Agency Code	63-65
Input Category of Assistance Code	66
Input State Communication Code	67-69
Input Welfare ID No.	70-91
Date of WTPY Response	92-99
Error Condition Code	100-102
Identity Discrepancy Code	103-104
Blank	105-107
Verification Code	108
Verification SSN Data	109-153
Record Type	154
Title II Status	155
Title XVI Status	156

TITLE II RESPONSE RECORD
LAYOUT - ABRIDGED

(This is appended to SSN Verification/Standard Response)

DATA ELEMENT	POSITION
Title II Claim Account Number (CAN) and BIC	157-168
State and County Code	169-173
ZIP Code	174-178
ZIP + 4	179-182
Number of Lines of Address	183
Address	184-315
Direct Deposit Indicator	316
Deferred Payment Date	317-322
Schedule Payment Indicator	323
Schedule Payment Date	324-329
Schedule Prior Payment Amount	330-336
Schedule Current Payment Amount	337-342
Schedule Payment Combined Check Indicator	343
LAF (Ledger Account File) Code	344-345
Date of Birth	346-353
Proof of Age Indicator	354
Given Name	355-364
Middle Initial	365
Surname	366-377
Date of Initial Entitlement	378-383
Date of Current Entitlement	384-389
Date of Suspension or Termination	390-395
Sex Code	396
Net Monthly Benefit if Payable (MBP)	397-402
Medicare Indicator	403
Health Insurance (HI) Indicator	404

DATA ELEMENT	POSITION
HI Option Code	405
HI Start Date	406-411
HI Stop Date	412-417
HI Premium	418-422
HI Buy-In Indicator	423
HI Buy-In Code	424-426
HI Buy-In Start Date	427-432
HI Buy-In Stop Date	433-438
Supplemental Medical Insurance (SMI) Indicator	439
SMI Option Code	440
SMI Start Date	441-446
SMI Stop Date	447-452
SMI Premium	453-457
SMI Buy-In Indicator	458
SMI Buy-In Code	459-461
SMI Buy-In Start Date	462-467
SMI Buy-In Stop Date	468-473
Welfare Agency Code	474-476
Category of Assistance Code	477
Black Lung Entitlement Code	478
Black Lung Payment Amount	479-484
Railroad Indicator	485
Person's Own Social Security Number (SSN)	486-494
Date of Death	495-502
Disability Onset Date	503-510
Number of Cross-reference Account Number (XLAN) Occurrences	511
Cross-Reference (XREF) Entitlement Number *	512-571 (Field 1)
Cross-Reference (XREF) BIC *	512-571 (Field 2)
Cross-Reference (XREF) Code *	512-571 (Field 3)

DATA ELEMENT	POSITION
Dual Entitlement Number	572-580
Dual Entitlement BIC	581-582
Number of History Occurrences	583-584
Monthly Benefit Credited (MBC) Date **	585-688 (Field 1)
MBC Amount **	585-688 (Field 2)
MBC Type **	585-688 (Field 3)
Other Date of Entitlement	689-694
Other Primary Insurance Amount	695-700
Other Retirement Insurance Amount	701-706
Larger Full Monthly Benefit Amount	707-712
Larger Excess Monthly Benefit Amount	713-718
Smaller Full Monthly Benefit Amount	719-724
Smaller Actuarially Reduced Monthly Benefit Amount	725-730
Dual Entitlement Status Code	731
Other Office Code	732
Type of Dual Entitlement	733
Other Primary Insurance Amount Factor Code	734
Other Primary Insurance Amount Factor Code Two	735
Other Eligibility Year	736-739
Reserved for future use	740-839

*There could be five occurrences of this information.

**There could be eight occurrences of this information.

TITLE XVI RESPONSE RECORD
LAYOUT - ABRIDGED

(This is appended to the SSN Verification/Standard Response)

DATA ELEMENT	POSITION
Essential Person Indicator	157
Appeal Code	158
Date of Appeal	159-166
Last Redetermination Date	167-174
Person's Own Social Security Number (SSN)	175-183
Type of Recipient	184-185
Record Establishment Date	186-193
Date of Birth	194-201
Date of Death	202-209
Date of Death Source Code	210
Payment Status Code	211-213
Current Pay Status Effective Date	214-219
SSN Correction Indicator	220
Sex Code	221
Race Code	222
Resource Code - House	223
Resource Code - Vehicle	224
Resource Code - Insurance	225
Resource Code - Property	226
Resource Code - Other	227
Other Name	228-233
Given Name	234-243
Middle Initial	244
Surname	245-263
Appeals Decision Code	264-265
Date of Eligibility	266-271
Medicaid Effective Date	272-279

DATA ELEMENT	POSITION
Application Date	280-287
Telephone Number	288-297
Record Source Code	298
Alien Indicator Code	299
Alien Date of Residency	300-305
Country of Origin	306-307
Third Party Insurance Indicator	308
Medicaid - Unpaid Medical Expense Indicator	309
Denial Code	310-312
Denial Date	313-320
Food Stamp Interview Date	321-326
Food Stamp Application	327
Food Stamp Recipient Status	328
Blank	329
Onset Date of Disability/Blindness	330-337
Disability Payment Code	338
Drug Addiction or Alcohol Identification Code	339
Rollback Code	340
Blank	341
Welfare ID Number	342-363
State Code of Conversion	364-365
Special Needs Code	366
Appeals Decision Date	367-374
Blank	375-379
Direct Deposit Indicator	380
Blank	381
Payee Name and Address Number of Lines	382
Payee Name and Mailing Address	383-514
Payee ZIP Code	515-519
Payee ZIP Code + 4	520-523
State & County Code of Jurisdiction	524-528

DATA ELEMENT	POSITION
District Office (DO) Code	529-531
Blank	532
Blank	533
Earned Income - Wage Amount	534-539
Earned Income - Net Self-Employment Estimate	540-545
Blind Work Expense (BWE) Exclusion	546-551
Earned Income Exclusion (Plan for Self-support)	552-557
Blank	558
Unearned Income - Number of Occurrences	559
Unearned Income Type Code *	560-856 (Field 1)
Unearned Income Verification Code *	560-856 (Field 2)
Unearned Income Start Date *	560-856 (Field 3)
Unearned Income Stop Date *	560-856 (Field 4)
Unearned Income Amount *	560-856 (Field 5)
Unearned Income Frequency *	560-856 (Field 6)
Claim or Identification Number For Unearned Income *	560-856 (Field 7)
Blank	857
Representative (Rep) Payee Indicator	858
Rep Payee Selection Date	859-866
Custody Code	867-869
Competency Code	870
Type of Payee Code	871-873
Blank	874
SSN-Multiple SSN Indicator	875
SSN-List of Multiple SSNs **	876-920
Blank	921

DATA ELEMENT	POSITION
Residence Address-Number of Lines	922
Residence Address	923-1032
Residence ZIP Code	1033-1037
Residence ZIP Code + 4	1038-1041
Blank	1042
Last Transaction Type	1043-1044
Last Transaction Date	1045-1052
Blank	1053
Blank	1054
Advance Payment Indicator	1055
Advance Payment Date	1056-1063
Advance Payment Amount	1064-1068
Blank	1069
Interim Assistance Reimbursement Status Code	1070
State and County Code of Reimbursement	1071-1075
Blank	1076
Payment Date	1077-1084
SSI Gross Payable Amount (Current)	1085-1091
State Gross Payable Amount (Current)	1092-1098
Payment History (PHIST) Number of Occurrences	1099-1100
PHIST Payment Date ***	1101-1292 (Field 1)
SSI Monthly Assistance Amount ***	1101-1292 (Field 2)
State Supplement Amount ***	1101-1292 (Field 3)
PHIST Payment Payflag 1 ***	1101-1292 (Field 4)
PHIST Payment Payflag 2 ***	1101-1292 (Field 5)
Blank	1293
Overpayment/Underpayment Indicator	1294
Month of Change	1295-1300

DATA ELEMENT	POSITION
Budget Month Flag	1301
Payment Status Code (Current)	1302-1304
Federal Living Arrangement Code (Current)	1305
Living Arrangement Code - Optional State Supplement	1306
State and County Code of Jurisdiction (Current)	1307-1311
Concurrent State Payment Code	1312
Medicaid Eligibility Code	1313
Head of Household Indicator	1314
Marital Status	1315
Student Indicator	1316
Earned Income - Net Countable Amount	1317-1322
Unearned Income - Net Countable Amount	1323-1328
SSI Gross Payable Amount	1329-1333
State Gross Payable Amount (Current)	1334-1338
Conditional Payment	1339
Medicaid Test Indicator	1340
Federal Eligibility Code	1341
Optional State Eligibility Code	1342
Mandatory Eligibility Code	1343
Deemed Income Amount	1344-1349
Federal Living Arrangement Code - Budget Month	1350
Earned Income - Retrospective Net Countable Amount	1351-1356
Unearned Income Retrospective Net Countable Amount	1357-1362
Deemed Income Amount Retrospective	1363-1368
40 QQ History	1369-1468

*There can be nine occurrences of this information

** There can be five occurrences of this information

*** There can be eight occurrences of this information

NOTE: Title XVI response provides data on the queried SSN. It does not provide data on Essential Person (EP)/Spouse.

**TITLE II AND TITLE XVI RESPONSE RECORD
LAYOUT - ABRIDGED**

(This is appended to the SSN Verification/Standard Response)

Note: In this table, Title XVI fields (starting at position 840) are shaded to distinguish them from Title II fields.

DATA ELEMENT	POSITION
Title II Claim Account Number (CAN) and BIC	157-168
State and County Code	169-173
ZIP Code	174-178
ZIP + 4	179-182
Number of Lines of Address	183
Address	184-315
Direct Deposit Indicator	316
Deferred Payment Date	317-322
Schedule Payment Indicator	323
Schedule Payment Date	324-329
Schedule Prior Payment Amount	330-336
Schedule Current Payment Amount	337-342
Schedule Payment Combined Check Indicator	343
LAF Code	344-345
Date of Birth	346-353
Proof of Age Indicator	354
Given Name	355-364
Middle Initial	365
Surname	366-377
Date of Initial Entitlement	378-383
Date of Current Entitlement	384-389
Date of Suspension or Termination	390-395
Sex Code	396
Net Monthly Benefit if Payable (MBP)	397-402
Medicare Indicator	403

DATA ELEMENT	POSITION
Health Insurance (HI) Indicator	404
HI Option Code	405
HI Start Date	406-411
HI Stop Date	412-417
HI Premium	418-422
HI Buy-In Indicator	423
HI Buy-In Code	424-426
HI Buy-In Start Date	427-432
HI Buy-In Stop Date	433-438
Supplemental Medical Insurance (SMI) Indicator	439
SMI Option Code	440
SMI Start Date	441-446
SMI Stop Date	447-452
SMI Premium	453-457
SMI Buy-In Indicator	458
SMI Buy-In Code	459-461
SMI Buy-In Start Date	462-467
SMI Buy-In Stop Date	468-473
Welfare Agency Code	474-476
Category of Assistance Code	477
Black Lung Entitlement Code	478
Black Lung Payment Amount	479-484
Railroad Indicator	485
Person's Own Social Security Number (SSN)	486-494
Date of Death	495-502
Disability Onset Date	503-510
Number of Cross-reference Account Number (XLAN) Occurrences	511
Cross-Reference (XREF) Entitlement Number *	512-571 (Field 1)
Cross-Reference (XREF) BIC *	512-571 (Field 2)
Cross-Reference (XREF) Code *	512-571

DATA ELEMENT	POSITION
	(Field 3)
Dual Entitlement Number	572-580
Dual Entitlement BIC	581-582
Number of History Occurrences	583-584
Monthly Benefit Credited (MBC) Date **	585-688 (Field 1)
MBC Amount **	585-688 (Field 2)
MBC Type **	585-688 (Field 3)
Other Date of Entitlement	689-694
Other Primary Insurance Amount	695-700
Other Retirement Insurance Amount	701-706
Larger Full Monthly Benefit Amount	707-712
Larger Excess Monthly Benefit Amount	713-718
Smaller Full Monthly Benefit Amount	719-724
Smaller Actuarially Reduced Monthly Benefit Amount	725-730
Dual Entitlement Status Code	731
Other Office Code	732
Type of Dual Entitlement	733
Other Primary Insurance Amount Factor Code	734
Other Primary Insurance Amount Factor Code Two	735
Other Eligibility Year	736-739
Blank (reserved for future use)	740-839
Essential Person Indicator	840
Appeal Code	841
Date of Appeal	842-849
Last Redetermination Date	850-857
Person's Own Social Security Number (SSN)	858-866
Type of Recipient	867-868
Record Establishment Date	869-876

DATA ELEMENT	POSITION
Date of Birth	877-884
Date of Death	885-892
Date of Death Source Code	893
Payment Status Code	894-896
Current Pay Status Effective Date	897-902
SSN Correction Indicator	903
Sex Code	904
Race Code	905
Resource Code - House	906
Resource Code - Vehicle	907
Resource Code - Insurance	908
Resource Code - Property	909
Resource Code - Other	910
Other Name	911-916
Given Name	917-926
Middle Initial	927
Surname	928-946
Appeals Decision Code	947-948
Date of Eligibility	949-954
Medicaid Effective Date	955-962
Application Date	963-970
Telephone Number	971-980
Record Source Code	981
Alien Indicator Code	982
Alien Date of Residency	983-988
Country of Origin	989-990
Third Party Insurance Indicator	991
Medicaid - Unpaid Medical Expense Indicator	992
Denial Code	993-995
Denial Date	996-1003

DATA ELEMENT	POSITION
Food Stamp Interview Date	1004-1009
Food Stamp Application	1010
Food Stamp Recipient Status	1011
Blank	1012
Onset Date of Disability/Blindness	1013-1020
Disability Payment Code	1021
Drug Addiction or Alcohol Identification Code	1022
Rollback Code	1023
Blank	1024
Welfare ID Number	1025-1046
State Code and Conversion	1047-1048
Special Needs Code	1049
Appeals Decision Date	1050-1057
Blank	1058-1062
Direct Deposit Indicator	1063
Blank	1064
Payee Name and Address Number of Lines	1065
Payee Name and Mailing Address	1066-1197
Payee ZIP Code	1198-1202
Payee ZIP Code + 4	1203-1206
State & County Code of Jurisdiction	1207-1211
District Office (DO) Code	1212-1214
Blank	1215
Blank	1216
Earned Income - Wage Amount	1217-1222
Earned Income - Net Self-Employment Estimate	1223-1228
Blind Work Expense (BWE) Exclusion	1229-1234
Earned Income Exclusion (Plan for Self-support)	1235-1240
Blank	1241
Unearned Income - Number of Occurrences	1242
Unearned Income Type Code ***	1243-1539 (Field 1)

DATA ELEMENT	POSITION
Unearned Income Verification Code ***	1243-1539 (Field 2)
Unearned Income Start Date ***	1243-1539 (Field 3)
Unearned Income Stop Date ***	1243-1539 (Field 4)
Unearned Income Amount ***	1243-1539 (Field 5)
Unearned Income Frequency ***	1243-1539 (Field 6)
Claim or Identification Number For Unearned Income ***	1243-1539 (Field 7)
Blank	1540
Representative (Rep) Payee Indicator	1541
Rep Payee Selection Date	1542-1549
Custody Code	1550-1552
Competency Code	1553
Type of Payee Code	1554-1556
Blank	1557
SSN-Multiple SSN Indicator	1558
SSN-List of Multiple SSNs *	1559-1603
Blank	1604
Residence Address-Number of Lines	1605
Residence Address	1606-1715
Residence ZIP Code	1716-1720
Residence ZIP Code + 4	1721-1724
Blank	1725
Last Transaction Type	1726-1727
Last Transaction Date	1728-1735
Blank	1736
Blank	1737
Advance Payment Indicator	1738
Advance Payment Date	1739-1746

DATA ELEMENT	POSITION
Advance Payment Amount	1747-1751
Blank	1752
Interim Assistance Reimbursement Status Code	1753
State and County Code of Reimbursement	1754-1758
Blank	1759
Payment Date	1760-1767
SSI Gross Payable Amount (Current)	1768-1774
State Gross Payable Amount (Current)	1775-1781
Payment History PHIST Number of Occurrences	1782-1783
PHIST Payment Date ****	1784-1975 (Field 1)
SSI Monthly Assistance Amount ****	1784-1975 (Field 2)
State Supplement Amount ****	1784-1975 (Field 3)
PHIST Payment Payflag 1 ****	1784-1975 (Field 4)
PHIST Payment Payflag 2 ****	1784-1975 (Field 5)
Blank	1976
Overpayment/Underpayment Indicator	1977
Month of Change	1978-1983
Budget Month Flag	1984
Payment Status Code (Current)	1985-1987
Federal Living Arrangement Code	1988
Living Arrangement Code - Optional State Supplement	1989
State and County Code of Jurisdiction (Current)	1990-1994
Concurrent State Payment Code	1995
Medicaid Eligibility Code	1996
Head of Household Indicator	1997
Marital Status	1998
Student Indicator	1999
Earned Income - Net Countable Amount	2000-2005

DATA ELEMENT	POSITION
Unearned Income - Net Countable Amount	2006-2011
SSI Gross Payable Amount	2012-2016
State Gross Payable Amount (Current)	2017-2021
Conditional Payment	2022
Medicaid Test Indicator	2023
Federal Eligibility Code	2024
Optional State Eligibility Code	2025
Mandatory Eligibility Code	2026
Deemed Income Amount	2027-2032
Federal Living Arrangement Code - Budget Month	2033
Earned Income - Retrospective Net Countable Amount	2034-2039
Unearned Income Retrospective Net Countable Amount	2040-2045
Deemed Income Amount Retrospective	2046-2051
40 QQ History	2052-2151

- * There could be five occurrences of this information.
- ** There could be eight occurrences of this information
- *** There could be nine occurrences of this information.
- **** There could be eight occurrences of this information.

40 QUALIFYING QUARTERS RESPONSE (40 QO RESPONSE) RECORD
LAYOUT - ABRIDGED

DATA ELEMENT	POSITION
Verified SSN	1-9
Input SSN	10-18
Last Name	19-31
First Name	32-41
Middle Initial	42
Date of Birth	43-50
State Code	51-53
State Data	54-75
Minimum Number QQs (1937-1950)	76-77
Maximum Number QQs (1937-1950)	78-79
Railroad Service Months (1937-1946)	80-82
Condition Code	83-84
Qualifying Quarters Pattern (Occurs 89 Times)	85-440

PRISONER RESPONSE RECORD
LAYOUT - ABRIDGED

DATA ELEMENT	POSITION
SVES Prisoner SSN	1-9
SVES Prisoner Name	10-39
SVES State Code	40-42
SVES Welfare ID#	43-64
Status Code	65-66
PUPS SSN	67-75
Last Name	76-95
First Name	96-110
Middle Name	111-125
Suffix	126-129
Prisoner ID Number	130-139
Prisoner Date of Birth	140-147
Sex	148
Date of Confinement	149-156
Release Date	157-164
Report Date	165-172
Prisoner Reporter Name	173-232
Prison/Facility Name	233-292
Prison/Facility Address	293-380
Facility City	381-399
Facility State	400-401
Facility ZIP Code	402-410
Facility Contact Name	411-445
Facility Phone	446-455
Facility FAX #	456-465
Facility Type	466-467
Reserved for Future Use	468-494

Source of SVES Information:

The State Verification and Exchange System (SVES) and State Online Query (SOLQ) Manual (*Last revised 02/2007*)

**Information System Security Guidelines
For
Federal, State and Local Agencies
Receiving Electronic Information from the
Social Security Administration**

**Social Security Administration
Office of Systems Security Operations
Management**

Version 3

March 2007

I. Purpose

This document provides security guidelines for Federal, State and Local agencies (hereafter referred to as 'outside entity') that obtain information electronically from the Social Security Administration (SSA) through information exchange systems. The guidelines are intended to assist SSA's information exchange partners to understand the criteria SSA will use when evaluating and certifying the system design and security features and protocols used for electronic access to SSA information. The guidelines also will be used as the framework for SSA's compliance review program of its information exchange partners.

II. Role of the SSA Office of Systems Security Operations Management

The SSA Office of Systems Security Operations Management (OSSOM) has agency-wide responsibility for interpreting, developing and implementing security policy; providing security and integrity review requirements for all major SSA systems; managing SSA's fraud monitoring and reporting activities, developing and disseminating training and awareness materials and providing consultation and support for a variety of agency initiatives. OSSOM reviews assure external systems that receive information from SSA are secure and operate in a manner that is consistent with SSA's IT security policies and are in compliance with the terms of information sharing agreements executed by SSA and the outside entity. Within the context of these guidelines, OSSOM conducts periodic compliance reviews of outside entities that use, maintain, transmit or store SSA data in accordance with pertinent Federal requirements to include the following:

- The Federal Information Security Management Act (FISMA)
- Social Security Administration (SSA) policies, standards, procedures and directives.

Correspondence should be sent to:

Director, Office of Systems Security Operations Management
Social Security Administration
Room G-D-10 East High Rise
6401 Security Blvd.
Baltimore, MD 21235

You can also send an email to OSSOM.admin@ssa.gov.

III. General Systems Security Standards

Outside entities that request and receive information from SSA through online, overnight, or periodic batch transmissions must comply with the following general

systems security standards concerning access to and control of SSA information. The outside entity must restrict access to the information to authorized employees who need it to perform their official duties. Similar to IRS requirements, information received from SSA must be stored in a manner that is physically and electronically secure from access by unauthorized persons during both duty and non-duty hours, or when not in use. SSA information must be processed under the immediate supervision and control of authorized personnel. The outside entity must employ both physical and technological safeguards to ensure that unauthorized personnel cannot retrieve SSA information by means of computer, remote terminal or other means.

All persons who will have access to any SSA information must be advised of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in the applicable Federal and State laws. SSA, or its designee will, at SSA's discretion, conduct on-site inspections or make other provisions to ensure that adequate safeguards are being maintained by the outside entity

IV. Technical and Procedural System Security Requirements

Outside entities that receive SSA information must comply with the following technical and procedural systems security requirements which must be met before SSA will approve a request for access to SSA information. The outside entity's system security design and procedures must conform to these requirements. They must be documented by the outside entity and certified by SSA prior to initiating transactions to and from SSA through batch data exchange processes or online processes such as State On Line Query (SOLQ) or Internet SOLQ.

No specific format for submitting security compliance documentation to SSA is required. However, regardless of how it is presented, the information should be submitted to SSA in both hardcopy and electronic format, and the hardcopy should be submitted over the signature of an official representative of the outside entity with authority to certify the organization's intent to comply with SSA requirements. Written documentation should address each of the following security control areas:

A. General System Security Design and Operating Environment

The outside entity must provide a written description of its system configuration and security features. This should include the following:

1. A general description of the major hardware, software and communications platforms currently in use, including a description of the system's security design features and user access controls; and
2. A description of how SSA information will be obtained by and presented to users, including sample computer screen presentation formats and an

explanation of whether the system will request information from SSA by means of systems generated or user initiated transactions; and

3. A description of the organizational structure and relationships between systems managers, systems security personnel, and users, including an estimate of the number of users that will have access to SSA data within the outside entity's system and an explanation of their job descriptions.

Meeting this Requirement

Outside entities must explain in their documentation the overall design and security features of their system. During onsite certification and periodic compliance reviews, SSA will use the outside entity's design documentation and discussion of the additional systems security requirements (following) as their guide for conducting the onsite certification and compliance reviews and for verifying that the outside entity's systems and procedures conform to SSA requirements.

Following submission to the SSA in connection with the initial certification process, the documentation must be updated any time significant architectural changes are made to the system or to its' security features. During its future compliance reviews (see below), the SSA will ask to review the updated design documentation as needed.

B. Automated Audit Trail

Outside entities that receive information electronically from SSA are required to maintain an automated audit trail record identifying either the individual user, or the system process, that initiated a request for information from SSA. (Every request for information from SSA should be traceable to the individual or system process that initiated the transaction.) Outside entities that request information from SSA only through batch selection processes from their client data bases need only keep audit trail records identifying the process that generated the transactions forwarded to SSA. However, if such processes are triggered as a result of user requests initiated from the entity's client data base, then the audit trail record must be able to identify the user who initiated the transaction. The audit trail system must be capable of data collection, data retrieval and data storage. At a minimum, individual audit trail records must contain the data needed to associate each query transaction to its initiator and relevant business purpose (i.e. the outside entity's client record for which SSA data was requested), and each transaction must be time and date stamped. Each query transaction must be stored in the audit file as a separate record, not overlaid by subsequent query transactions.

Access to the audit file must be restricted to authorized users with a "need to know" and audit file data must be unalterable (read only) and maintained for

a minimum of three (preferably seven) years. Retrieval of information from the automated audit trail may be accomplished online or through batch access. This requirement must be met before SSA will approve the outside entity's request for access to SSA information.

If SSA-supplied information is retained in the outside entity's system, or if certain data elements within the outside entity's system will indicate to users that the information has been verified by SSA, the outside entity's system also must capture an audit trail record of any user who views SSA information stored within the outside entity's system. The audit trail requirements for these inquiry transactions are the same as those outlined above for the outside entity's transactions requesting information directly from SSA.

Note: Outside entities that receive SSA information through batch processes must maintain an audit trail, but record retrieval may be either manual or automated. For SOLQ/SOLQ-I, the audit trail must be fully automated, including retrieval of individual audit transaction records.

Meeting this Requirement

The outside entity must include in their documentation a description of their audit trail capability and a discussion of how it conforms to SSA's requirements. During onsite certification and compliance reviews, the SSA, or other certifier, will request a demonstration of the system's audit trail and retrieval capability. The outside entity must be able to identify employees who initiate online requests for SSA information (or, for systems generated transaction designs, the client case that triggered the transaction), the time and date of the request, and the purpose for which the transaction was originated. The certifier will request a demonstration of the system's capability for tracking the activity of employees that are permitted to view SSA supplied information within the outside entity system, if applicable.

During periodic compliance reviews (see below), the SSA also will test the outside entity's audit trail capability by requesting verification of a sample of transactions it has received from the outside entity after implementation of access to SSA information

C. System Access Control

The outside entity must utilize and maintain technological (logical) access controls that limit access to SSA information to only those users authorized for such access based on their official duties. The outside entity must use a recognized user access security software package (e.g. RAC-F, ACF-2, TOP SECRET) or an equivalent security software design. The access control software must utilize personal identification numbers (PIN) and passwords (or biometric identifiers) in combination with the user's system identification

code. The outside entity must have management control and oversight of the function of authorizing individual user access to SSA information, and over the process of issuing and maintaining access control PINs and passwords for access to the outside entity's system.

Meeting this Requirement

The outside entity must include in their documentation a description of their technological access controls, including identifying the type of software used, an overview of the process used to grant access to protected information for workers in different job categories, and a description of the administrative function or official responsible for PIN/password issuance and maintenance.

During onsite certification and compliance reviews, the SSA will meet with the individual(s) responsible for these functions to verify their responsibilities in the outside entity's access control process and will observe a demonstration of the procedures for logging onto the outside entity's system and accessing SSA information.

D. Monitoring and Anomaly Detection

The outside entity's system must include the capability to prevent employees from browsing (i.e. unauthorized access or use of SSA information) SSA records for information not related to a legitimate client case (e.g. celebrities, other employees, relatives, etc.) If the outside entity system design is transaction driven (i.e. employees cannot initiate transactions themselves; rather, the system triggers the transaction to SSA), or if the design includes a "permission module" (i.e. the transaction requesting information from SSA cannot be triggered by an employee unless the client system contains a record containing the client's Social Security Number), then the outside entity needs only minimal additional monitoring and anomaly detection. If such designs are used, the outside entity only needs to monitor any attempts by their employees to obtain information from SSA for clients not in their client system, or attempts to gain access to SSA data within the outside entity system by employees not authorized to have access to such information.

If the outside entity design does not include either of the security control features described above, then the outside entity must develop and implement compensating security controls to prevent their employees from browsing SSA records. These controls must include monitoring and anomaly detection features, either systematic, manual, or a combination thereof. Such features must include the capability to detect anomalies in the volume and/or type of queries requested by individual employees, and systematic or manual procedures for verifying that requests for SSA information are in compliance with valid official business purposes. The system must produce reports

providing management and/or supervisors with the capability to appropriately monitor user activity, such as:

- User ID exception reports

This type of report captures information about users who enter incorrect user ID's when attempting to gain access to the system or to the transaction that initiates requests for information from SSA, including failed attempts to enter a password.

- Inquiry match exception reports

This type of report captures information about users who may be initiating transactions for Social Security Numbers that have no client case association within the outside entity system. **(100% of these cases must be reviewed by management.)**

- System error exception reports

This type of report captures information about users who may not understand or be following proper procedures for access to SSA information.

- Inquiry activity statistical reports

This type of report captures information about transaction usage patterns among authorized users, which would provide a tool to the outside entity's management for monitoring typical usage patterns compared to extraordinary usage.

The outside entity must have a process for distributing these monitoring and exception reports to appropriate local managers/supervisors, or to local security officers, to ensure that the reports are used by those whose responsibilities include monitoring the work of the authorized users.

Meeting this Requirement

The outside entity must explain in their documentation how their system design will monitor and/or prevent their employees from browsing SSA information. If the design is based on a "permission module" (see above), a similar design, or is transaction driven (i.e. no employee initiated transactions) then the outside entity does not need to implement additional systematic and/or managerial oversight procedures to monitor their employees access to SSA information. The outside entity only needs to monitor user access control violations. The documentation should clearly

explain how the system design will prevent outside entity employees from browsing SSA records.

If the outside entity system design permits employee initiated transactions that are uncontrolled (i.e. no systematically enforced relationship to an outside entity client), then the outside entity must develop and document the monitoring and anomaly detection process they will employ to deter their employees from browsing SSA information. The outside entity should include sample report formats demonstrating their capability to produce the types of reports described above. The outside entity should include a description of the process that will be used to distribute these reports to managers/supervisors, and the management controls that will ensure the reports are used for their intended purpose.

During onsite certification and compliance reviews, the SSA will request a demonstration of the outside entity's monitoring and anomaly detection capability.

- If the design is based on a permission module or similar design, or is transaction driven, the outside entity will demonstrate how the system triggers requests for information from SSA.
- If the design is based on a permission module, the outside entity will demonstrate the process by which requests for SSA information are prevented for Social Security Numbers not present in the outside entity system (e.g. by attempting to obtain information from SSA using at least one, randomly created, fictitious number not known to the outside entity system.)
- If the design is based on systematic and/or managerial monitoring and oversight, the outside entity will provide copies of anomaly detection reports and demonstrate the report production capability.

During onsite certification and periodic compliance reviews, the SSA will meet with a sample of managers and/or supervisors responsible for monitoring ongoing compliance to assess their level of training to monitor their employee's use of SSA information, and for reviewing reports and taking necessary action.

E. Management Oversight and Quality Assurance

The outside entity must establish and/or maintain ongoing management oversight and quality assurance capabilities to ensure that only authorized employees have access to SSA information and to ensure there is ongoing

compliance with the terms of the outside entity's data exchange agreement with SSA. The management oversight function must consist of one or more outside entity management officials whose job functions include responsibility for assuring that access to and use of SSA information is appropriate for each employee position type for which access is granted.

This function also should include responsibility for assuring that employees granted access to SSA information receive adequate training on the sensitivity of the information, safeguards that must be followed, and the penalties for misuse, and should perform periodic self-reviews to monitor ongoing usage of the online access to SSA information. In addition, there should be the capability to randomly sample work activity involving online requests for SSA information to determine whether the requests comply with these guidelines. These functions should be performed by outside entity employees whose job functions are separate from those who request or use information from SSA.

Meeting this Requirement

The outside entity must document that they will establish and maintain ongoing management oversight and quality assurance capabilities for monitoring the issuance and maintenance of user ID's for online access to SSA information, and oversight and monitoring of the use of SSA information within the outside entity's business process. The outside entity should describe how these functions will be performed within their organization and identify the individual(s) or component(s) responsible for performing these functions.

During onsite certification and compliance reviews, the SSA will meet with the individual(s) responsible for these functions and request a description of how these responsibilities will be carried out.

F. Security Awareness and Employee Sanctions

The outside entity must establish and/or maintain an ongoing function that is responsible for providing security awareness training for employees that includes information about their responsibility for proper use and protection of SSA information, and the possible sanctions for misuse. Security awareness training should occur periodically or as needed, and should address the Privacy Act and other Federal and State laws governing use and misuse of protected information. In addition, there should be in place a series of administrative procedures for sanctioning employees who violate these laws through the unlawful disclosure of protected information.

Meeting this Requirement

The outside entity must document that they will establish and/or maintain an ongoing function responsible for providing security awareness training for employees that includes information about their responsibility for proper use and protection of SSA information, and the possible sanctions for misuse of SSA information. The outside entity should describe how these functions will be performed within their organization, identify the individual(s) or component(s) responsible for performing the functions, and submit copies of existing procedures, training material and employee acknowledgment statements.

During onsite certification and periodic compliance reviews, the SSA will meet with the individuals responsible for these functions and request a description of how these responsibilities are carried out. The SSA will also meet with a sample of outside entity employees to assess their level of training and understanding of the requirements and potential sanctions applicable to the use and misuse of SSA information.

G. Data and Communications Security

The outside entity will encrypt all SSN and/or SSN-related information when it is transmitted across dedicated communications circuits between its system, or for intrastate communication among its local office locations. The encryption method employed must meet acceptable standards designated by the National Institute of Standards and Technology (NIST). The recommended encryption method to secure data in transport for use by SSA is the Advanced Encryption Standard (AES) or triple DES (DES3) if AES is unavailable.

H. SOLQ/SOLQ-I Onsite Systems Security Certification Review

The outside entity must participate in an onsite review and compliance certification of their security infrastructure and implementation of these security requirements prior to being permitted to submit online transaction to SSA through the SOLQ/SOLQ-I system. The onsite certification and compliance reviews will address each of the requirements described above and will include, where appropriate, a demonstration of the outside entity's implementation of each requirement. The review will include a walkthrough of the outside entity's data center to observe and document physical security safeguards, a demonstration of the outside entity's implementation of online access to SSA information, and discussions with managers/supervisors. The SSA, or other certifier, also will visit at least one of the outside entity's field offices to discuss the online access to SSA information with a sample of line workers and managers to assess their level of training and understanding of the proper use and protection of SSA information.

The SSA will separately document and certify the outside entity's compliance with each SSA security requirement. Any unresolved or unimplemented security control features must be resolved by the outside entity before SSA will authorize their connection to SSA through the SOLQ or SOLQ-I system.

Following a successful security certification review, both parties will sign a document indicating the entity's willingness to comply with these guidelines. Thereafter, the outside entity must participate in a follow-up certification review conducted by SSA after live transmission of online information, and in periodic compliance reviews conducted according to the timeframe established by the information sharing agreement with SSA.

I. Periodic Onsite Compliance Reviews

SSA conducts onsite compliance reviews approximately once every three years, or as needed if there is a significant change in the outside entity's computing platform, or if there is a violation of any of SSA's systems security requirements or an unauthorized disclosure of SSA information by the outside entity. The format of those reviews generally consists of reviewing and updating the outside entity's compliance with the systems security requirements described above.

ATTACHMENT D

Worksheet for Reporting Loss or Potential Loss of Personally Identifiable Information (PII)

1. Information about the individual making the report:

Name			
Position			
State Agency/Company			
Phone Numbers			
Work	Cell	Home/Other	
Email Address			
Position Type (<i>select one</i>)			
<input type="checkbox"/> Management Official	<input type="checkbox"/> Security Officer	<input type="checkbox"/> Non-Management	

2. Information about the data that was lost/stolen:

Describe what was lost or stolen (*e.g., case file, MBR data*):

Which element(s) of PII did the data contain?

Name		Bank Account Information	
SSN		Medical/Health Information	
Date of Birth		Benefit Payment Information	
Place of Birth		Mother's Maiden Name	
Address			
Other (<i>describe</i>)			

Estimated volume of records involved	
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3. How was the data physically stored, packaged and/or contained?

Paper or Electronic (*circle one and continue below*):

If Electronic, what type of device?

Laptop		Tablet		Backup Tape		Blackberry	
Workstation		Server		CD/DVD		Blackberry Phone #	
Hard Drive		Floppy Disk		USB Drive			
Other (<i>describe</i>)							

Additional questions, if electronic:

	Yes	No	Not Sure
a. Was the device encrypted?			
b. Was the device password protected?			
c. If a laptop or tablet, was a VPN SmartCard lost?			
Cardholder's Name			
Cardholder's SSA logon PIN			
Hardware Make/Model			
Hardware Serial #			

If Paper:

	Yes	No	Not Sure
a. Was the information in a locked briefcase?			
b. Was the information in a locked cabinet or drawer?			
c. Was the information in a locked vehicle trunk?			
d. Was the information redacted (personal information deleted or blacked out)?			
e. Other (<i>describe</i>)			

4. Information about the individual in possession of the data at the time of loss (if same individual as in #1, please indicate "Same as in #1"):

Name			
Position			
State Agency/Company			
Phone Numbers:			
Work	Cell	Home/Other	
Email Address			

If person who was in possession of the data or assigned to the data is a contractor employee:

Contractor		
State Agency Contract Identification Number (<i>if known</i>)		

5. Circumstances of the loss:

a. When was it lost/stolen?
b. Brief description of how the loss/theft occurred:
c. When was it reported to an SSA management official (<i>date and time</i>)?

6. **Have any other SSA components/individuals been contacted? If so, who?** (include Deputy Commissioner-level, Agency-level, Regional/Associate-level component names)

Name	SSA Component	Phone Number

7. **What reports have been filed?** (include local police, and SSA reports)

Report Filed	Yes	No	Report Number
Local Police			
Other (<i>describe</i>)			