



TOBY DOUGLAS
Director

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



EDMUND G. BROWN JR.
Governor

January 29, 2014

TO: ALL COUNTY WELFARE DIRECTORS Letter No.: 14-02
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: EMPLOYMENT DATA CONFIDENTIALITY

The Department of Health Care Services (DHCS) is party to an agreement with the Employment Development Department (EDD) that authorizes the use of confidential employment information to assist in Medi-Cal Program administration. DHCS received permission to re-disclose the EDD data to County Welfare Departments (CWDs). Confidential information disclosed to the CWDs may only be used for the sole purpose of verifying employment and eligibility of applicants for, and recipients of, under the Medi-Cal Program. The EDD Agreement requires DHCS to have all CWD employees that view EDD data sign the enclosed confidentiality agreement. The purpose of this letter is to provide CWDs with instructions for coordinating with DHCS on signing the EDD Confidentiality Agreement (Attachment D1).

Background

DHCS utilizes the Income and Eligibility Verification System (IEVS) to display EDD data to the CWDs. IEVS protects the integrity of the Medi-Cal program by ensuring that accurate employment data is taken into account when determining Medi-Cal eligibility. For more information regarding this process, please refer to Article 21 of the Medi-Cal Eligibility Procedures Manual (MEPM) under section 21C – IEVS Applicant System Procedures and 21E - Recipient System Procedures.

Requirements

Confidential employment data must be viewed only by authorized users. All personnel assigned to work with the information provided by EDD are required to complete the EDD Confidentiality Agreement (Attachment D1). The confidential employment data must be protected as it contains sensitive information such as wages, claims, employer's addresses, and unemployment insurance payment history. Adequate precautions must be taken to ensure that CWDs protect the confidential employment data. DHCS asks CWDs with access to the employment information to fully understand and abide by the requirements of the EDD Confidentiality Agreement (Attachment D1) and the confidentiality protection requirements listed in the agreement between DHCS and EDD. The confidentiality protection requirements will be sent to the representative that is responsible for coordinating with DHCS regarding this process via secure e-mail.

EDD's Confidentiality Agreement (Attachment D1) is mandatory. CWDs may not substitute an existing county employee confidentiality agreement instead of the EDD Confidentiality Agreement (Attachment D1).

Please note that this letter applies to Medi-Cal employees only. DHCS anticipates future guidance from the California Department of Social Services (CDSS) regarding EDD Requirements for the Supplemental Nutrition Assistance Program (SNAP), the Temporary Assistance for Needy Families (TANF), and other programs.

Signing the EDD Confidentiality Agreement

This letter instructs CWDs to ensure that all employees viewing EDD data sign the enclosed Confidentiality Agreement (Attachment D1). At any time CWDs can be asked to show the completed form upon request. When filling out the form, please be sure to put the correct CWD name under employer's name and name of requesting Agency. Also, CWD employees should print their name clearly and initial along each acknowledgement and agreement. DHCS requests that CWDs appoint a representative that is responsible for storing CWD employee agreements locally and send a signed agreement verifying that all CWD employees viewing EDD data have signed the form, to Mr. Kevin Phan via email by February 28, 2014.

All County Welfare Directors Letter No.: 14-02
Page 3
January 29, 2014

If you have any questions regarding the instructions of this All County Welfare Director's Letter (ACWDL), or if we can provide further information please contact Mr. Kevin Phan at (916) 327-0404 or by email at Kevin.Phan@dhcs.ca.gov.

Sincerely,

Original Signed By

Tara Naisbitt, Chief
Medi-Cal Eligibility Division

Enclosure

EMPLOYMENT DEVELOPMENT DEPARTMENT CONFIDENTIALITY AGREEMENT

Information resources maintained by the State of California Employment Development Department (EDD) and provided to your agency may be confidential or sensitive. Confidential and sensitive information are not open to the public and require special precautions to protect it from wrongful access, use, disclosure, modification, and destruction. The EDD strictly enforces information security. If you violate these provisions, you may be subject to administrative, civil, and/or criminal action.

_____ an employee of _____
PRINT YOUR NAME PRINT YOUR EMPLOYER'S NAME

hereby acknowledge that the confidential and/or sensitive records of the Employment Development Department are subject to strict confidentiality requirements imposed by state and federal law include the Unemployment Insurance Code Sections 1094 and 2111, the Civil Code Section 1798 et seq., the Penal Code Section 502, Title 5, USC Section 552a, Code of Federal Regulations, Title 20 part 603, and Title 18 USC Section 1905.

_____ INITIAL acknowledge that my supervisor and/or the Contract's Confidentiality and Data Security Monitor reviewed with me the confidentiality and security requirements, policies, and administrative processes of my organization and of the EDD.

_____ INITIAL acknowledge responsibility for knowing the classification of the EDD information I work with and agree to refer questions about the classification of the EDD information (public, sensitive, confidential) to the person the Contract assigns responsibility for the security and confidentiality of EDD's data.

_____ INITIAL acknowledge responsibility for knowing the privacy, confidentiality, and data security laws that apply to the EDD information I have been granted access to by my employer, including California Unemployment Insurance Code Section 1094 and 2111, California Government Code section 15619, California Civil Code Sections 1798.53, and Penal Code Section 502.

_____ INITIAL acknowledge that wrongful access, use, modification, or disclosure of confidential information may be punishable as a crime and/or result in disciplinary and/or civil action taken against me—including but not limited to: reprimand, suspension without pay, salary reduction, demotion, or dismissal—and/or fines and penalties resulting from criminal prosecution or civil lawsuits, and/or termination of contract.

_____ INITIAL acknowledge that wrongful access, inspection, use, or disclosure of confidential information for personal gain, curiosity, or any non-business related reason is a crime under state and federal laws.

_____ INITIAL acknowledge that wrongful access, use, modification, or disclosure of confidential information is grounds for immediate termination of my organization's Contract with the EDD.

_____ INITIAL agree to protect the following types of EDD confidential and sensitive information:

- | | |
|---|---|
| <ul style="list-style-type: none"> • Wage Information • Employer Information • Claimant Information • Tax Payer Information | <ul style="list-style-type: none"> • Applicant Information • Proprietary Information • Operational Information (manuals, guidelines, procedures) |
|---|---|

_____ INITIAL hereby agree to protect EDD's information on either paper or electronic form by:

- Accessing or using EDD supplied information only as specified in the Contract for the performance of the specific work I am assigned.
- Never accessing information for curiosity or personal reasons.
- Never showing or discussing sensitive or confidential information to or with anyone who does not have the need to know.
- Placing sensitive or confidential information only in approved locations.
- Never removing sensitive or confidential information from the work site without authorization.
- Following encryption requirements for all personal, sensitive, or confidential information in any portable device or media.

"I certify that I have read and initialed the confidentiality statements printed above and will abide by them."

_____ Print Full Name (last, first, MI)

_____ Signature

_____ Print Name of Requesting Agency

_____ Date Signed

Check the appropriate box:

- | | |
|--|------------------------------------|
| <input type="checkbox"/> Employee | <input type="checkbox"/> Student |
| <input type="checkbox"/> Subcontractor | <input type="checkbox"/> Volunteer |
| <input type="checkbox"/> Other | |

_____ Explain