

**MEDI-CAL PRIVACY AND SECURITY AGREEMENT BETWEEN**  
**The California Department of Mental Health**  
**and the County of \_\_\_\_\_, Department of \_\_\_\_\_.**

**PREAMBLE**

The California Department of Mental Health (DMH) and the County of \_\_\_\_\_, Department of \_\_\_\_\_ ("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).

The Department of Health Care Services (DHCS) receives federal funding to administer the Medi-Cal program. DHCS delegates the administration of the Specialty Mental Health Services program to DMH. DMH contracts with County Mental Health Plans (MHPs) for the provision of Specialty Mental Health Services.

This Agreement covers the County of \_\_\_\_\_, Department of \_\_\_\_\_ 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**, DMH 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:

- B. 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.
- C. Maintain records indicating each County Worker's name and the date on which the initial privacy and security awareness training was completed.
- D. 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/DMH shall provide the County 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 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 secured 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 that indicate 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 has been validated by the National Institute of Standards and Technology (NIST) as meeting Federal Information Processing Standard (FIPS) Publication 140-2 requirements, and is recognized as an industry leader in meeting the needs of the intended solution. 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 validated by NIST as FIPS 140-2 compliant, and is recognized as an industry leader in meeting the needs of the intended solution.
- 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 validated by NIST as FIPS 140-2 compliant, and is recognized as an industry leader in meeting the needs of the intended solution.
- 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 validated by NIST as FIPS 140-2 compliant, and is recognized as an industry leader in meeting the needs of the intended solution.
- 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 validated by NIST as FIPS 140-2 compliant, and is recognized as an industry leader in meeting the needs of the intended solution. 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 validated by NIST as FIPS 140-2 compliant, and is recognized as an industry leader in meeting the needs of the intended solution, 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/DMH, 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 validated by NIST as FIPS 140-2 compliant, and is recognized as an industry leader in meeting the needs of the intended solution.

## **VIII. NOTIFICATION AND INVESTIGATION OF BREACHES**

The County Department agrees to:

- A. Notify DMH/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 and DMH 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.

DHCS Privacy Officer	DHCS Information Security Officer
Privacy Officer c/o: Office of Legal Services Department of Health Care Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Help Desk (916) 440-7000 (800) 579-0874  <u>DMH Information Security Officer</u> Aaron Jones Information Security Officer 1600 Ninth Street, Room 433 Sacramento, CA 95814 Email: iso@dmh.ca.gov Telephone: (916) 651-6776

- 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, containing details of the incident; date the incident occurred; date the incident was detected; location of the incident; media/device type, if applicable; if the media was encrypted, if applicable; costs associated with the incident; number of individuals affected; a detailed corrective action plan including measures that were taken to halt and/or contain the breach; estimated cost of corrective actions; and the date corrective actions will be fully implemented. The County Department shall submit the breach report to the DHCS Privacy Officer and DHCS and DMH Information Security Officers.

- 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 DMH, 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. ASSESSMENTS AND REVIEWS**

In order to enforce this Agreement and ensure compliance with its provisions, the County Department agrees to allow DHCS and/or DMH to inspect the facilities, systems, books and records of the County Department, with reasonable notice from DHCS/DMH, 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 DHCS/DMH Information Security Officer in writing, or to enter into a written corrective action plan with DHCS/DMH containing deadlines for achieving compliance with specific provisions of this Agreement.

#### **XI. 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;
  - a. DHCS/DMH 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 and/or DMH shall monitor corrective action plans which County Department develops to remediate gaps in security compliance under this Agreement and reassess compliance.

#### **XII. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS**

In the event of litigation or administrative proceedings involving DHCS/DMH 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 County Workers assisting in the administration of the Medi-Cal program and using or disclosing Medi-Cal PII available to DHCS/DMH at no cost to DHCS/DMH to testify as witnesses. DHCS/DMH 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.

#### **XIII. 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.

Medi-Cal Privacy and Security Agreement  
County of \_\_\_\_\_

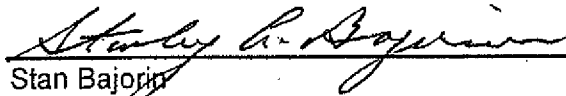
The authorized officials whose signatures appear below have committed their respective agencies to the terms of this Agreement effective this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

For the County of \_\_\_\_\_, Department of \_\_\_\_\_:

\_\_\_\_\_  
(Name)


\_\_\_\_\_  
(Title)

For the California Department of Mental Health:



Stan Bajorin  
Chief Deputy Director (A)  
Department of Mental Health

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

 COPY

DATA INTEGRITY BOARD  
OF THE  
SOCIAL SECURITY ADMINISTRATION (SSA)

RECERTIFICATION OF A COMPUTER MATCHING AGREEMENT

Under the applicable provisions of the Privacy Act, a computer matching agreement shall remain in effect up to 18 months. However, the Data Integrity Board may extend the agreement for up to 12 additional months but not beyond December 31, 2009, if:

1. Such program will be conducted without any changes; and
2. Each party to the agreement certifies to the Board in writing that the program has been conducted in compliance with the agreement.

The following match meets the conditions for extension (recertification):

Match Title:

AGREEMENT BETWEEN SSA AND THE CALIFORNIA DEPARTMENT OF MENTAL HEALTH

Recipient Agency:

California Department of Mental Health

Source Agency:

SSA

Purpose of Match:

The purpose of this agreement is to establish conditions under which SSA agrees to disclose information relating to the eligibility for, and payment of, Social Security benefits and/or Supplemental Security Income payments and tax return information for the recipient agency's administration of certain State-administered programs.

Effective Date of 18-Month Agreement:


7/1/2007

As Chairperson of the Data Integrity Board, I certify that the subject match will be conducted through December 31, 2009, without changes and that the matching program has been conducted in accordance with the previously signed agreement.

Mary Glenn-Croft  
Chairperson  
SSA Data Integrity Board

Date 4/11/08

As a designated representative, I certify that the subject match will be conducted through December 31, 2009, without changes and that the matching program has been conducted in accordance with the previously signed agreement.

  
California Department of Mental Health  
Stephen W. Mayberg, Ph.D.  
Director

Social Security Administration  
Peter D. Spencer  
San Francisco Regional Commissioner

Dec 22, 2009  
Date:

Date: \_\_\_\_\_

**AGREEMENT BETWEEN  
THE SOCIAL SECURITY ADMINISTRATION  
AND THE STATE OF CALIFORNIA  
DEPARTMENT OF MENTAL HEALTH**

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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 Mental Health, 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 California Department of Mental Health. 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, California Department of Mental Health, 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. California Department of Mental Health 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
Medi-Cal Specialty Mental Health Services	SDX/BENDEX/SVES/EVS	Determinations of eligibility for Mental Health Services

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
(List each program authorized by routine use exception or indicate "None")	(Enter the acronym for one or more systems shown in VI.B.)	(Add description)
NONE	NONE	NONE

\*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 (Name of State Agency) by (indicate FTMS or (method of data transmission)), a secure mechanism approved by SSA.

The (Name of State Agency) 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 between SSA and the State of California, Department of Health Care Services by Connect Direct, a secure mechanism approved by SSA. The California Department of Health Care Services, as a State Transmission/Transfer Component (STC), will serve as the conduit between SSA and the California Department of Mental Health. 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 Mental Health 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 \$77,776,000 over the period of this agreement at a cost of \$234,000 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 600,000.
2. BENDEX -- The State Agency will furnish to SSA 600,000 files containing identifying information of applicants for, or recipients of, benefits under State-administered programs. The State Agency will be requesting approximately 600,000 records each month from SSA.
3. EVS -- The State Agency will furnish to SSA 600,000 SSNs of applicants for, or recipients of, benefits under State-administered programs. The State Agency will be requesting approximately 600,000 records each month from SSA.
4. SVES -- The State Agency will furnish to SSA 600,000 files containing identifying information of applicants for, or recipients of, benefits under State-administered programs. The State Agency will be requesting approximately 600,000 records each month from SSA.
5. Quarters of Coverage 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.
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.

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 its application forms or a separate handout with appropriate language when necessary. 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 county notification directly (verbally or written material) to the applicant at initial application and annually at recertification. 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 as identified by each county's policy on retention and timely destruction of identifiable records.

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)(1))

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 VI.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 95% accurate based on county experience with applicants as reported by counties contacted 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)(1)(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:

For Regions 1 through 5:

Suzanne Koneyak  
Office of Income Security Programs  
Information Exchange and Matching Staff  
78 RRCC  
6401 Security Boulevard  
Baltimore, Maryland 21235  
Phone: (410) 965-1858  
Fax: (410) 597-0841  
Email: [Suzanne.Koneyak@ssa.gov](mailto:Suzanne.Koneyak@ssa.gov)

For Regions 6 through 10:

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](mailto: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](mailto:willie.j.polk@ssa.gov)

3. Regional Office:

Jill Baker  
 Project Manager, CPS  
 1221 Nevin Ave  
 Richmond, CA. 94801  
 (510) 970-8244  
 (510) 970-8101  
[Jill.Baker@ssa.gov](mailto:Jill.Baker@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](mailto: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](mailto:Teresa.C.Rojas@ssa.gov)

B The State Agency contacts are:

1. Data Exchange Agreement Issues:

Sophie Cabrera  
 Chief, Medi-Cal Policy and Support  
 1600 9<sup>th</sup> Street, Room 100  
 Sacramento, CA 95814  
 (916) 654-6605  
 (916) 654-5591 (fax)  
[Sophie.Cabrera@dmh.ca.gov](mailto:Sophie.Cabrera@dmh.ca.gov)

2. Systems Security Issues:  
Ken Wolf  
Information Security Officer  
Administrative Services, Office of HIPPA Compliance  
1600 9<sup>th</sup> Street  
Sacramento, CA 95814  
(916) 651-6776  
(916) 651-1107 (fax)  
Ken.Wolf@dmh.ca.gov

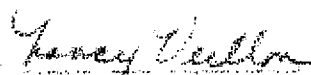
XIX. Authorized Officials

The State officials with authority to request information under this agreement are the director and his 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 Vellon  
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 \_\_\_\_\_, 200\_\_.

### SOCIAL SECURITY ADMINISTRATION:

\_\_\_\_\_  
Peter D Spencer  
San Francisco Regional Commissioner

### CALIFORNIA DEPARTMENT OF MENTAL HEALTH

\_\_\_\_\_  
Stephen W. Mayberg, Ph.D.  
Director

I, Cynthia Rodriguez, certify that I am the legal counsel for the Agency of the State of California that Stephen W. Mayberg, who signed this agreement on behalf of the State Agency, was then Director 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.

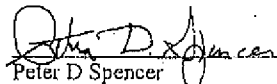
\_\_\_\_\_  
Cynthia Rodriguez  
Chief of Legal Services

- 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

## XXI. Signatures

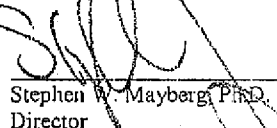
The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement. The authorized officials whose signatures appear below have committed their respective agencies to the terms of this Agreement effective this 1<sup>st</sup> day of July, 2007.

## SOCIAL SECURITY ADMINISTRATION:



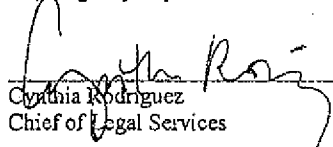
Peter D. Spencer  
San Francisco Regional Commissioner

## CALIFORNIA DEPARTMENT OF MENTAL HEALTH



Stephen W. Mayberg, PhD.  
Director

I, Cynthia Rodriguez, certify that I am the legal counsel for the Agency of the State of California that Stephen W. Mayberg, who signed this agreement on behalf of the State Agency, was then Director 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.



Cynthia Rodriguez  
Chief of Legal Services

- 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
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✓

## Attachment A

### DISCLOSURE OF INFORMATION IN POSSESSION OF AGENCY<sup>[11]</sup>

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 Code<sup>[12]</sup>, 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 Code<sup>[13]</sup>, 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 1974<sup>[14]</sup> (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)<sup>[12]</sup>, 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.

<sup>[11]</sup> 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.

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

<sup>[13]</sup> See Vol. II, Title 5.

<sup>[14]</sup> See Vol. II, P.L. 93-406.

<sup>[15]</sup> As in original. Probably should be "subsection f".

NO

## 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)
<b>STATES SHOULD LEAVE THIS FIELD BLANK.</b>			
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	Used to initiate BENDEX data exchange, re-accrete or to change positions 50 and/or 68-79.
		DPA	Deletes BENDEX data exchange and or earning request- recipient is no longer eligible for public assistance or death is alleged.
		DTH	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 is filed. <ul style="list-style-type: none"> <li>• Recipient's own SSN when they are a 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</li> <li>• 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.</li> </ul>
10-11	BIC	Alpha- Numeric codes	Identifies the type of benefit received. See 10801.820 for 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"> <li>State identification or welfare case number entered on BENDATA record.</li> <li>Nine digit SSN and three digit SSA county code of residence for automatic buy-in of SSI recipients.</li> <li>When Source Code (Position # 218) is equal to "C", the data previously annotated to the MBR.</li> </ul>

See 10801.130.

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"> <li>State input BIC is incorrect and differs from the MBR BIC or</li> <li>Change in type of SSA benefit received.</li> </ul>
		Blank	<ul style="list-style-type: none"> <li>State did not furnish a BIC, or</li> <li>Data input by State agrees with SSA record.</li> </ul>
240-248	SSN	Numeric	<ul style="list-style-type: none"> <li>The SSN furnished on the State's BENDATA record; or</li> <li>The BOSSN.</li> </ul>
		Blank	<ul style="list-style-type: none"> <li>The record was not acceptable or the SSN is not available.</li> </ul>
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	CA	Claim has been adjudicated; Entitlement is a future date. See positions 89-94.
	Deferred	DP DW	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	Disallowed claim
	ND	Disability claim denied.
Delayed:	K	Advanced filing for deferred payment.
	L	Advanced filing
	P	Adjudication pending.
	PB	Benefits delayed, due but not paid.
	PT	Claim terminated from delayed status.
	R	Kill Credit (deletes payment record)
Suspended:	S0	Determination of continuing disability is pending.
	S1	Beneficiary engaged in work outside the U.S.
	S2	Beneficiary is working in the U.S. and expects to earn in excess of annual allowable limit.
	S3	Auxiliary's benefits withheld because of S2 status of primary beneficiary.
	S4	Failure to have child in care.
	S5	Auxiliary's benefits withheld due to S1 status for primary beneficiary.
	S6	Check was returned - correct address being developed.
	S7	Disabled beneficiary suspended due to refusal of vocational rehabilitation; imprisoned; extended trial work period.
	S8	Suspended while payee is being determined.
	S9	Suspended for reason not separately defined.
	SD	Technical entitlement only. Beneficiary is entitled on another claim.
	SF	Special age 72 beneficiary fails to meet residency requirement.
	SH	Special age 72 beneficiary is receiving a Government pension.
	SJ	Alien suspension
	SK	Beneficiary has been deported.
	SL	Beneficiary resides in a country to which checks cannot be sent.
	SM	Beneficiary refused cash benefits (entitled to HI-SMI only).
	SP	Special age 72 beneficiary suspended due to receiving public assistance.
	SS	Post secondary student summer suspension.
	SW	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	Filler	Blank	3 POSITIONS FOR FUTURE USE
272-279	Date of Birth	Numeric (MMDDCCYY)	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	Alpha-Numeric	Codes derived by the BENDEX SYSTEM to help the state interpret the data received.
	Codes for fully processed records:	WAS XXX (XXX = state code from the old MBR)	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 Beneficiary's own verified Account Number 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.
325-333	Verified BOAN	Numeric	
334	MED STAT	Alpha	
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.

367-368	Cross Reference BIC	Alpha-Numeric	Indicates the type of other Title II benefit. If a dual entitlement BIC is provided and it is equal to the Cross Reference BIC, this field will be blank.
369-374	Record Processing Date	Numeric date MMDDYY	The date when BENDEX operations were processed.
375-376	Blank	Filler	2 Positions for future use
377	Payment Cycling Indicator	Numeric	Indicates when the benefit check was released

378-384	Retro Payment Amount	Numeric \$\$\$\$\$cc	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	Blank	Filler	3 POSITIONS FOR FUTURE USE
394-399	SSI Ent/Term Date	Numeric- MMCCYY	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	Blank	Filler	3 POSITIONS FOR FUTURE USE
404-414	RR Claim Number	Alpha-Numeric	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	Blank	Filler	3 POSITIONS FOR FUTURE USE
431-435	Monthly OP Ded Amt	Numeric-\$\$\$\$c	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	Blank	Filler	3 POSITIONS FOR FUTURE USE
449-454	HI Conts Period	Numeric-MMCCYY	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 OCCURRENCES	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	
603-605	SMI PREMIUM PAYER	Alpha	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.
606-611	SMI THIRD PARTY START DATE	Numeric- MMCCYY	The date for which a third party accepted liability of first paid Part B premiums.
612-617	SMI THIRD PARTY STOP 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.
618	SMI THIRD PARTY CATEGORY	ALPHA	C- Civil, P- Private, S- State
619-621	Blank	Filler	3 POSITIONS RESERVED FOR FUTURE USE
622-626	VARIABLE SMI PREMIUM	Numeric- \$\$\$\$	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. <b>*FIRST OCCURRENCE</b>
645-650	CTZN-STOP DATE 1	Numeric- MMCCYY	The last month and year of a client's citizenship ended to a particular country. <b>FIRST OCCURRENCE</b>
651-652	CTZN- COUNTRY 1	2 positions ALPHA	2 Position country of citizenship <b>FIRST OCCURRENCE</b> 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. <b>FIRST OCCURRENCE</b>
654-659	*CTZN- START DATE 2	Numeric- MMCCYY	The first month and year of a client's citizenship began to a particular country. <b>*SECOND OCCURRENCE</b>
660-665	CTZN-STOP DATE 2	Numeric- MMCCYY	The last month and year of a client's citizenship ended to a particular country. <b>SECOND OCCURRENCE</b>
666-667	CTZN- COUNTRY 2	2 positions ALPHA	2 Position country of citizenship <b>SECOND OCCURRENCE</b> 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. <b>SECOND OCCURRENCE</b>
669-674	*CTZN- START DATE 3	Numeric- MMCCYY	The first month and year of a client's citizenship began to a particular country. <b>THIRD OCCURRENCE</b>
675-680	CTZN-STOP DATE 3	Numeric- MMCCYY	The last month and year of a client's citizenship ended to a particular country. <b>THIRD OCCURRENCE</b>
681-682	CTZN- COUNTRY 3	ALPHA	2 Position country of citizenship. <b>THIRD OCCURRENCE</b> 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	Reaccretion 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	Zebley 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