

ORIGINAL

**ACCESS TO COUNTY PUBLIC ASSISTANCE DATA
STAGE 2 & 3 CHILD CARE PAYMENT SERVICES**

MEMORANDUM OF UNDERSTANDING

July 1, 2016 – June 30, 2018

Between

**MONTEREY COUNTY
DEPARTMENT of SOCIAL SERVICES**

AND

MEXICAN AMERICAN OPPORTUNITY FOUNDATION

**MEMORANDUM OF UNDERSTANDING
(M.O.U.)**

I. DECLARATION

This agreement is entered into by and between the Monterey County Department of Social Services, (hereinafter referred to as COUNTY, and Mexican American Opportunity Foundation, (hereinafter referred to as MAOF), for the purpose of sharing confidential information between COUNTY/MCDSS and MAOF for the sole purpose of providing Child Care Payment Services. The purpose of this agreement is to identify the roles and responsibilities of each of the parties.

II. BACKGROUND

State of California Regulations (MPP 47-301.4) requires the exchange of information between County Agencies and Child Care Payment Service Providers for the purposes of administering seamless transitional childcare services for customers between Stages 1, 2 & 3 Child Care and binds each of these agencies by the same confidentiality requirements. COUNTY/MCDSS shall share information with MAOF by provision of access to data gathered by the C-IV System, an automated Public Assistance Data Software, hereinafter referred to as C-IV.

III. SCOPE OF SERVICES

MCDSS agrees to:

1. Provide MAOF with access to specific Customer data at MAOF's Salinas Office located at 11 Quail Run, Ste.101, Salinas, CA 93907, for the purpose of sharing confidential information necessary for the provision of Child Care Payment Services to its mutual customers.
2. Provide confidentiality training to the assigned designated MAOF employees who will have access to C-IV data, including the review of COUNTY/MCDSS' Confidentiality Administrative Directive 11-01, attached as **Exhibit B**. Each MAOF employee who has been approved to have access to C-IV data will be required to sign a C-IV Data User Confidentiality Statement, attached as **Exhibit A**, to be kept on record at COUNTY.
3. Provide system training to the approved and designated MAOF employees who will have access to C-IV data.
4. Provide a user profile and confidential passwords for appropriate MAOF employees who will have "inquiry only" access to C-IV data for the purpose of determining eligibility for Child Care Payment Services. Update capability to C-IV data will not be allowed in the user profiles for MAOF employees.
5. Provide Help Desk phone support for issues related to C-IV data only.

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MAOF agrees to:

1. Purchase and maintain the necessary phone line and computer hardware to be used for access to C-IV data.
2. Purchase the C-IV software license through COUNTY/MCDSS. This license is the property of COUNTY/MCDSS and the cost of the license is nonrefundable should this Agreement terminate or when no longer needed.
3. Allow the time necessary for their employees to attend confidentiality training to be provided by COUNTY/MCDSS
4. Require those designated and approved employees with access to C-IV data to sign and abide by the confidentiality statement with COUNTY/MCDSS and protect the confidentiality of the data to which it will have access.
5. Contact the COUNTY/MCDSS Help Desk at 831-755-4702 should there be problems with the accessing the C-IV data.
6. Contact the Child Care Payment Unit Supervisor if an update is needed to a case record in C-IV. MAOF will have "inquiry only" access to C-IV data and cannot update records.
7. Provide reports and information regarding MAOF customers to COUNTY/MCDSS upon request.

IV. GENERAL PROVISIONS

A. INDEMNIFICATION

MAOF shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including, but not limited to, damages to property and injuries to or death of persons, court costs, and attorney's fees) occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with MAOF's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of COUNTY. "MAOF's performance" includes MAOF's action or inaction and the action or inaction of MAOF's officers, employees, agents, and subcontractors.

B. INSURANCE PROVISIONS

Insurance Coverage Requirements: Without limiting MAOF's duty to indemnify, MAOF shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Comprehensive General Liability including, but not limited to, premises, personal injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000 (one million dollars) per occurrence; and

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Comprehensive Automobile Liability covering all motor vehicles, including owned, leased, non-owned and hired vehicles, used in providing services under this agreement, with a combined single limit of not less than \$1,000,000 (one million dollars) per occurrence; and

Worker's Compensation Insurance: If MAOF is an employer, MAOF shall maintain workers' compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 (one million dollars) per occurrence for employer's liability.

Professional Liability: MAOF shall maintain in effect throughout the term of this Agreement Professional Liability Insurance in the amount of not less than \$1,000,000 (one million dollars) per claim, and \$2,000,000 (two million dollars) in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If Professional Liability Insurance is written on a "claims-made" basis rather than an occurrence basis, MAOF shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

General Insurance Requirements: All insurance required by this Agreement shall be with a company acceptable to COUNTY/MCDSS and authorized by law to transact insurance business in the State of California. Unless otherwise specified in this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date MAOF completes its performance of services under this Agreement. Each policy shall provide identical coverage for each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance showing each subcontractor has identical insurance coverage.

Comprehensive General Liability and Automobile Liability policies shall provide an endorsement naming the COUNTY, its officers, agents, and employees as Additional Insureds, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY, and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by MAOF'S insurance.

Prior to the execution of this Agreement by MAOF shall file Certificates of Insurance with the Monterey County Contract Administrator, showing that MAOF has in effect the insurance required by this Agreement. MAOF shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy, which would alter the information of the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

In the event the MAOF is lawfully self-insured in any or all of the required insurance areas referenced above, a letter certifying those areas of coverage, and in the minimum amounts as set

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forth in this Agreement, shall be furnished by MAOF to COUNTY/MCDSS Contract Administrator prior to the execution of this Agreement.

Cancellation of Insurance: Each liability policy shall provide that COUNTY/MCDSS shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or non-renewal thereof. MAOF shall immediately obtain replacement coverage for any insurance policy that is terminated, cancelled, non-renewed, or whose policy limits have been exhausted, or upon insolvency of the insurer that issued the policy.

C. CONFIDENTIALITY AND RECORDS

Confidentiality: MAOF and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by MAOF from access to any such records, and from contact with its clients and complainants, shall be used by MAOF only in connection with its conduct of the program under this Agreement. COUNTY/MCDSS, through the Director, or his designee, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of COUNTY/MCDSS shall remain confidential and may be disclosed only as permitted by law.

Maintenance and Availability of Records: MAOF shall prepare and maintain all reports and records that may be required by federal, state or COUNTY rules and regulations, and shall furnish such reports and records to COUNTY and to the state and federal governments upon request.

Retention of Records: MAOF shall maintain and preserve all records related to this Agreement, and shall assure the maintenance of such records in the possession of any third party performing work related to this Agreement for a period of five (5) years from the date of termination of this Agreement. Such records shall be retained beyond the five-year period until any pending litigation, claim, negotiation, audit exception, or other action involving this Agreement is resolved.

D. TERM

This Agreement shall commence effective **07/01/16** and remain in full force and effect through **06/30/18**, unless sooner terminated as provided herein. Either party may terminate this Agreement by giving thirty (30) days' written notice to the other party. This Agreement is contingent upon available funding, and that MAOF continues to be the COUNTY's Child Care Payment Provider, and may be renewed or renegotiated upon mutual written consent of all parties.

This Agreement shall then be subject to annual review and may be extended for up to three (3) one year extensions upon the mutual written agreement of the parties with no other changes to the

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Agreement. Nothing in this Agreement shall be interpreted as requiring either party to renew or extend this Agreement.

Upon the termination of this Agreement or when no longer needed after new data retrieval process is completed COUNTY/MCDSS shall remove the C-IV licensed software from the computer owned by MAOF and de-activate all passwords and profiles for C-IV access by MAOF employees. This Agreement shall automatically terminate immediately upon MAOF no longer being COUNTY's Stage 2 Child Care Payment Provider.

V. NOTICES

Notices to the parties in connection with this agreement shall be given personally or by regular mail addressed as follows:

Diana Jimenez
Program Manager
CalWORKs Employment Services, MCDSS
730 La Guardia
Salinas, CA 93905
Phone: (831) 796-3320
Fax: (831) 796-3321

Vicky Santos
Vice President of Operations
MAOF
401 N. Garfield Ave
Montebello, CA 90640
Phone: (323) 278-3687
Fax: (323) 838-9262

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first herein above written.

COUNTY/MCDSS

BY _____
Elliott Robinson, Director
COUNTY/MCDSS

Date _____

APPROVED AS TO FORM:

Deputy County Counsel

Date _____
RISK MANAGEMENT

COUNTY OF MONTEREY
APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE

Monterey County Risk Management

By: Alydia Schumaker
Date: 6-16-16

MAOF

Vicky Santos, VP of Operations
MAOF

Date 6-3-16

C-IV DATA USER CONFIDENTIALITY STATEMENT

(Stage 2 & 3 Child Care)

As a user of data extracted from the C-IV System, an automated Public Assistance Data Software, hereinafter referred to as C-IV, I understand that I will have access to sensitive and personal information regarding clients of Monterey County, Department of Social and Services (MCDSS). I understand that this information is strictly confidential and is to be used **only** in connection with the enrollment of children in the Stage 2 & 3 Child Care Payment Program. I hereby affirm that I will comply with *Welfare & Institutions (W & I) Code Section 10850, 45 CFR Section 205.50*, and all other applicable provisions of law which provide for the confidentiality of records, and prohibit their examination for any purpose not directly connected with the administration of public social services. I further understand that, whether or not covered by *W & I Code Section 10850*, or by *45 CFR Section 205.50*, confidential personnel records and the identities of clients shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure.

Violations of this statement include, but are not limited to:

- Accessing information that is not within the scope of your duties;
- Misusing, disclosing without proper authorization, or altering confidential information;
- Disclosing to another person your sign-on code/password for accessing electronic or confidential information;
- Using another person's sign-on code/password for accessing electronic confidential information;
- Intentional or negligent mishandling or destruction of confidential information;
- Leaving a secured application unattended while signed on; or
- Attempting to access a secured application for purposes other than its intended use.

Violation of this statement constitutes grounds for corrective action up to and including termination of employment. Unauthorized use or release of confidential information may also subject the violator to personal, civil, and/or criminal liability and legal penalties.

I have read and agree to comply with the terms of this Confidentiality Statement:

Name: _____
(please print)

Signature/Date: _____ / _____
(please sign) (date)

Administrative Directive No. 11- 01

TO: All DSES Staff

DATE: April 4, 2011

SUBJECT: CONFIDENTIALITY OF CUSTOMER / CLIENT INFORMATION

OBSOLETES: All Prior Directives are Obsolete

IMPLEMENTATION: Immediately upon receipt

REFERENCE: Welfare and Institutions Code (W&I Code), State Operations Manual (SOM) California Code of Regulations (CCR), Manual of Policies and Procedures Eligibility and Assistance Standards (EAS), Manual of Policies and Procedures, Division 63 CalFresh (Food Stamp) Regulations, California Penal Code, Medi-Cal Eligibility Manual Title 22, CCR, Code of Federal Regulations (CFR), Health Insurance Portability and Accountability Act (HIPAA), Confidentiality Memo dated 7/27/11 Access to C-IV Files, HR Confidentiality Memorandum dated 2-1-10

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I. PURPOSE

The purpose of this directive is to interpret regulations and give staff information and guidelines for handling customer/client confidentiality issues. The need for confidentiality impacts all areas of Department of Social & Employment Services (DSES) programs and requires a cooperative staff effort when the need for information under one program crosses the boundaries of other programs. This document does not and cannot address every situation which may occur; rather, it outlines Department policy and provides basic guidelines, as well as references to resources when individual circumstances require interpretation of regulations.

II. GENERAL REQUIREMENTS

1. Welfare and Institutions Code (W&I) Section 10850 specifies that all information regarding applicants/recipients is confidential. This section applies to all DSES administered programs, except where specifically excluded. Division 19 of the State Operations Manual contains the regulations implementing this law for CalWORKs (including Child Welfare Services), State Supplemental Program (SSP), and Title XX programs, unless otherwise indicated. The CalFresh (Food Stamp) program regulations regarding records and confidentiality are found in Section 63-201.3; the regulations for the Adoptions Program are in Title 22 of the California Code of Regulations.
2. Confidential information is defined as names, addresses, telephone numbers, Social Security numbers, birthdates and all other information concerning the circumstances of any individual for whom or about whom information is obtained. This includes both written and oral information.
3. It is a violation of these regulations and a **misdemeanor** to release confidential information without the consent of the applicant or recipient. It is also a misdemeanor

for anyone to access, view, and/or possess confidential information they have no legal right to know or possess. (Manual of Policies and Procedures Eligibility and Assistance Standards 19-002.1)

4. Employees who unlawfully disclose confidential information are subject to disciplinary action up to and including termination.
5. Information can be released only if it is necessary for the administration of public social services, as explained below. Statistical or recipient profile information which cannot be used to identify persons, such as a count of cases, average grant, etc., can be released without any authorization.

A. Public Officials

1. Public officials are specifically restricted by confidentiality regulations. Public officials include members of the United States Congress, State Legislatures, County Board of Supervisors and City Councils. If a request for specific information is made by such an official, determine why the information is needed. If the information is not needed in connection with their official duties regarding the administration of public social services, explain that a release of confidential information form, signed by a customer, is required prior to releasing information.
2. Care should be taken during this explanation not to acknowledge if the person about whom information is requested is known to DSES.
3. A letter from a customer to a member of the United States Congress, State Legislature, County Board of Supervisors, or City Council that is signed and dated and requests the official's assistance in a social services related matter is considered an authorization for the release of confidential information. Any response is restricted to the specific area of inquiry.

B. Law Enforcement Officials

1. The District Attorney's staff is entitled to confidential information necessary to perform their duties relating to DSES referrals for child support, child welfare, paternity, or fraud investigations. This information may be provided without a release of information from the applicant/recipient. Information being requested for any other purpose is not to be released without proper authorization from the applicant/recipient.
2. W&I Code Section 10850.3 allows an authorized employee of the Department to disclose confidential information concerning a public social services applicant/recipient to any law enforcement agency where a warrant has been issued for the arrest of the applicant/recipient for the commission of a felony. The request must be made in writing from the head of the agency or an authorized individual. Information which may be released is limited to the name, address, telephone number, birthday, Social Security number and physical description of the applicant for, or recipient of, public social services.

3. Law enforcement personnel seeking confidential information shall be directed to a Program Manager. Inquiries from law enforcement personnel not specifically addressed in this Administrative Director shall be referred by the Program Manager to County Counsel for a determination as to whether information shall be released.
4. W&I Code Section 10850.7 permits disclosure of confidential information concerning a public social services applicant/recipient to any law enforcement agency where the applicant/recipient is deceased. Again, the request must be in writing, specify that the applicant/recipient is deceased, and that the requesting agency is otherwise unable to adequately identify the deceased.
5. An inquiry from immigration counselors, parole officers, credit bureaus, etc., for information regarding any matter is to be referred to a Branch/Program Manager to determine the correct course of action.

C. School Officials

1. Confidential information can be released without authorization to Superintendents of Schools and their representatives in relation to the administration of federally funded programs which provide assistance in cash, kind, or services. The information to be released is limited to the facts necessary for the Superintendent of Schools to determine eligibility for the particular program or necessary to obtain the federal funds. This includes such programs as free school lunches and Summer Youth Employment Programs (SYEP).
2. Information needed to support claiming under the Elementary/Secondary Education Act can be released to Superintendents of Schools and their representative providing an agreement regarding confidentiality is signed. Such an agreement has been completed with the Monterey County Office of Education.

III. PROCEDURAL REQUIREMENTS

A. General Procedures

1. Staff, including receptionists and telephone operators must be very careful not to acknowledge to anyone making an inquiry whether or not the person about whom they are inquiring is known to the agency. If the call appears to be about an eligibility matter, it is routed to the Duty Supervisor. If the call is Services related, it is given to a Children's' Services or Adult Services worker on the desk, whichever seems most appropriate.
2. Do not discuss confidential customer/client information at reception counters, on in-house phones that do not provide privacy, or in any non-confidential setting, e.g. in a hallway, break room, patio or outside of the office.
3. Since there are not many areas offering privacy for discussion of sensitive issues, it is very important that staff be conscious at all times of where the sensitive conversation

is taking place, who might potentially overhear what is being said, and the listener's need to know the information being discussed.

4. When an agency requests information about an applicant/recipient the request form must contain a signed release of information specifically addressed to the department unless the agency is covered by an agreement with the Department of Social and Employment Services.
5. Occasionally a case record is subpoenaed by a court in relation to a non-public social services matter. In such situations, the case is to be called to the attention of the Branch/Program Manager who will request County Counsel to take immediate action to safeguard the confidential nature of the records. Further explanation follows in Section C.
6. Contracts entered into with a public or private agency which involve the release of confidential information will be used in accordance with applicable regulations and shall be provided only on a need-to-know basis.

B. General Case Record Procedures

1. The purpose of public assistance and social service records is to evidence eligibility and delivery of public social services. The applicant's or recipient's record should only contain facts relevant to his or her case.
2. Certain items should be excluded from case records.
 - *Examples:* Instructional notes from line supervisors, supervisory reviews, managers and newspaper articles that might reflect on the character of the recipient. When such an item is essential to determine eligibility, amount of grant, or eligibility for social services, an explanation **must** be attached indicating how the information relates to eligibility, amount of grant, or the delivery of social services.
3. Other items can be included without explanation.
 - *Example:* Information that is proper for inclusion in a case can be birth notices, death notices, marriage or divorce notices, and notices of legal cash settlements from accidents or lawsuits.

C. Social Work/Eligibility Case Records *

1. The W&I Code, Section 10850 specifies that all information contained in case records is to be considered confidential and may not be disclosed to any person or institution which is not involved in the administration of public social services. The Information Practices Act of 1977 section 1798.53 states that any person who intentionally discloses confidential and personal information shall be subject to civil action for

* Electronic case records are specifically discussed on page 11 of this document.

invasion of privacy. To ensure this confidentiality and compliance with the law, staff will abide by the following:

2. Case records, whether hard copy or imaged, will remain in departmental offices, except when subpoenaed or needed in a court proceeding or case staffing, or when requested by the Auditor or others meeting the criteria stated in the W&I Code. Case records or images are not to be taken home without the prior, specific authorization of the Program Manager on a particular occasion.
3. Hard copy case records, when not in use, shall be kept in designated areas such as file cabinets or desk drawers.
4. Customers are only entitled to view the information provided by them that is kept on their applications and in our records in accordance with W&I Code 10850.2.
5. Access to adoptions and licensing case records shall be limited to staff assigned to those functions and appropriate administrative staff.
6. An employee shall not **view or access, perform any action on, or be assigned to work on** any case if it in **any way personally involves the employee**. Violation is subject to discipline, up to and including termination. Conflicts of interest are covered in Administrative Directive # 03-01. Sensitive Case handling is covered in Administrative Directive # 11-03
 - "Shall not view or access" means: do not make inquiries, or conduct information searches, in computerized case records, data bases or paper case records.
 - "Shall not perform any action" means: do not make changes in any information, make copies or images of any information or otherwise make any notes of information pertaining to the case record.
7. If an employee is aware of, or suspects potential fraudulent activity on such a case, s/he should seek assistance from his/her supervisor and not attempt to investigate.

D. Privileged Communications

Certain privileged communications may not be released to the client. These communications are defined in the Evidence Code and include Sections 957 (lawyer-client) and 1041 (identity of informer).

E. Destruction of Confidential Materials

1. Wastepaper

Each office has a large recycle bin exclusively for confidential papers. If there is not a bin available, be certain to shred or cut sufficiently prior to disposing of any paper which contains confidential information (Personal Identifiable Information (PII) — any information about an individual maintained by an agency, including any information

that can be used to distinguish or trace an individual's identity, e. g. names, addresses (Social Security Number).

2. Computer Printouts, Lists and Reports

All computer-produced printouts, lists or reports which must be destroyed are to be placed in boxes located in each office. Such materials are collected regularly by Stores and Records personnel and transported for recycling.

3. Case Records

Case materials will be boxed, taped and labeled with destruction dates. Designated staff in each office will box the records. Once cases have been imaged they will be kept in storage. Stores and Records collect the boxes and transport them to the department warehouse where cases are maintained in storage facilities until designated destruction dates. Following Board action, they are recycled. A certificate of destruction provided by the disposal company is retained on file by the Administrative Services Branch.

IV. METHODS FOR RELEASING INFORMATION

A. General Requirements

1. Release of confidential information without violating regulations can be accomplished in one of the following ways:
 - When someone accompanies an applicant/recipient to an interview, explain that the interview will cover personal and confidential information. Obtain verbal permission from the applicant/recipient to allow another person to remain during the interview. Document that the applicant/recipient granted permission in case comments.
 - An authorization, signed by the applicant/recipient, is on file granting release of the *specific* information to an individual or agency.
 - A telephone authorization is acceptable if the applicant/recipient adequately identifies him/herself; however, it is a temporary authorization and must be closely followed by a written authorization. Some acceptable forms of identification may include, voice recognition, call back, social security number, case number, driver's license number, date of birth or mother's maiden name,. Document the form of identification used in case comments. Examples of typical circumstances for releasing confidential information by telephone authorization are:
 - Inquiries from medical offices
 - Welfare rights organizations or legislators calling on behalf of the recipient.
 - The information is being released to a service agency with which the department has a contract which contains a confidentiality clause.

- The information is being released to a *mandated reporter* of child abuse, who is entitled to general feedback about their report.

B. Release of Aid History

1. There are frequent requests from persons who wish to obtain documentation of their aid history to present to the American Consul or United States Citizenship and Immigration Services (USCIS).
2. Get clarification from the customer so that there is no misunderstanding about the exact nature of the request. If the request is non-specific or unclear, it is the customer's responsibility to determine the kinds of information to release. Only information ***specifically requested by the customer*** can be released (e.g., an authorization to prepare a letter verifying that a person did not receive CalWORKs is *not* authorization to release information about any denied/withdrawn applications for CalWORKs or to release CalFresh (Food Stamp) information).

C. Written Authorization

1. Written authorization must conform to the following rules:
2. The authorization must be signed and dated by the customer.
3. The specific information being released must be indicated on the form. The statement CalWORKs case is not satisfactory. At a minimum, the type of aid should be included.
Example: CalWORKs grant, Medi-Cal case...
4. The type of aid being received, what information is to be released, and to whom is preferable.
5. An authorization is good for one year unless the authorization specifies an expiration date.
6. The authorization may be withdrawn in writing at any time by the applicant/recipient.
7. The authorization must be retained in the paper case file if one exists or imaged to the electronic case file.
8. The authorization must specifically refer to the Department in allowing release of information.
9. Certain other types of inquiries, such as requests relative to lawsuits, releases to research organizations, absent parents wishing to reunite with their families, and auditors, are also covered in the regulations.

D. Release of Information to Public or Private Agencies

1. Confidential information may be shared with public or private agencies without a release signed by the applicant/recipient when it is necessary for the administration of public social services. However, in sharing information, consideration must be given to each agency's need to know and the appropriateness of releasing information on that need.

Examples of circumstances where it **is** appropriate to release information are as follows:

- The Social Security Administration needs information contained in our records to verify the birth date of a disabled child or information to establish an applicant's entitlement to Social Security benefits.
- The Mental Health Clinic needs background information on a patient referred by the Department for services in order to understand why the referral was made.
- The Volunteer Bureau needs information as to what services a person needs and the person's address.
- The Veteran's Administration needs information to help determine entitlement to Veteran's benefits.

2. The following guidelines can be used in these situations:

- Does the request come from an agency providing services to the applicant/recipient?
- Is the information requested necessary to perform that service? Is there a need to know?
- Would it be a benefit to the applicant/recipient to release the information, and would it compliment the services being performed by our agency?
- Does the agency understand that the information is confidential, and do they have confidentiality rules?
- Caution should be taken that ***only the information needed*** is released. If the agency does not have a **NEED** to know, the information must not be provided.

E. Release of Information to the Health Department/Natividad Medical Center (NMC)

1. Workers may provide Medi-Cal eligibility information, such as beneficiary I.D. number, month of eligibility, Medicare coverage, etc., to employees of NMC and the Health Department. The Release of Information must be directly connected with the administration of the Medi-Cal or other public assistance programs.

2. County Counsel has ruled that NMC may not use information from DSES automated systems to assist them in their patient billing. Article 1, Section 1, of the California Constitution was cited as the basis for the determination.

F. Subpoenaed Records

1. Occasionally, we receive subpoenas from attorneys for information from our case files, or for us to bring certain information to a CalWORKs related civil court hearing. These hearings are usually in relation to paternity or child support. These subpoenas are generally one of the two types: a subpoena for certain documents or documents which contain certain information, or for the entire case file.

➤ BEFORE ACTING ON ANY SUBPOENA, THE PROGRAM MANAGER IS TO CONTACT COUNTY COUNSEL AND DISCUSS WHAT ACTION TO TAKE.

2. If the subpoena is for specific documents, take the documents out of the paper case folder, if there is one, before you take them to court. Be sure to take a complete set of photocopies of the documents with you. If the documents are entered into the court record we should then request the Judge to allow the substitution of the photocopies so our case file is not missing any documentation.
3. If the case is fully imaged, designated staff will be required to photocopy all documents and images for the court to meet the conditions of the subpoena.
4. If the entire case is subpoenaed you should advise the Judge that the file contains confidential information not pertinent to the court case and is protected under W & I Code 10850. The Judge will advise you whether or not to release only the pertinent documents or the entire case file. If, after the attorney examines the file, he wants any documents entered into the court record, make the same request to be permitted to substitute photocopies for the originals.
5. In either situation, follow the instructions of the Judge.

V. REFUGEE INFORMATION

1. DSES staff are authorized to exchange confidential information only as necessary for the administration of public social services. Following are examples of information releases deemed necessary for the administration of public social services.
2. Information which may be shared with staff that perform intake functions:
 - Any information necessary to complete the counseling interview requirements of the sanctioning process, including refugee's current address and phone number, and verification that a non-mandated refugee is on public assistance.
 - Any information necessary to make appropriate employment and training referrals.
3. Information staff may share with DSES funded health accessing, mental health and social adjustment services providers:
 - With the consent of the refugee, staff may share any information necessary to make an appropriate and successful referral. Such information may include the refugee's name, address, and/or telephone number.
4. Other Requests for Information Regarding Refugee Cases:
 - Staff may receive requests from other interested parties for confidential Refugees case information. Access to such information may only be obtained via two methods:
 - A written consent form, signed by the refugee, which allows the requesting person or organization access to specifically designated, confidential information.
 - A person or organization designated as a refugee's Authorized Representative (AR) may have access to confidential information for the purpose of acting as the AR. Staff may disclose confidential information requested by an AR upon receipt of written verification of said authorization. An example of such written verification would be a release signed by the customer that specifies the time frame and names the person or organization that is an authorized representative.

VI. Electronic Records

1. The use of computer terminals and access to confidential files and images, including records available through the DSES Data Warehouse, are available only to employees of DSES who have a job related need to know.
2. Employees shall not view or access their own case(s) or any case if it in any way personally involves the employee. This includes cases which involve the employee's relatives, family members, household members, personal friends and individuals with

whom there is a business relationship. The C-IV system has enhanced tracking ability to determine when cases are accessed by employees. Supervisors and managers have access to audit trails within the C-IV system to ensure that confidentiality policies are followed.

3. Cases designated as "Sensitive Cases" are typically either employees or relatives of employees. However, sensitive status, requiring special case handling, may be granted for cases of former employees, relatives of former employees, county employees from other departments, elected officials, or any other individual determined to need or requesting special handling. For C-IV users, these cases are to be marked "confidential" in the C-IV system. Marking the case "confidential" makes it inaccessible to the general population of C-IV users. Only a limited number of staff have the profile to access cases marked "confidential" in C-IV.
 - Relative – A member of the immediate family or any relative in the home of the employee.
 - Immediate Family Member – An immediate family member is defined as father, mother, brother, sister, wife, husband, domestic partner, child, grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, aunt, uncle, niece, and nephew, cousin, former spouse/domestic partner or ex in-law.
4. Access to the State MEDS system is limited to those persons in the department who have a direct responsibility for the administration of the Medi-Cal, CalWORKs, and CalFresh (Food Stamp) programs.
 - Eligibility, CWES and Administration staff may have inquiry only status. The access level of Clerical staff varies according to assignment and is determined by the Clerical Supervisor. A designated program analyst has full access and monitors system security. Designated System Support staff issues passwords. Requests for passwords must be submitted in writing through a Program Manager to Systems Support.
5. Requests for information by other County departments or departmental employees who have been authorized to request confidential information must be processed by authorized terminal operators. These operators are clerical staff assigned to MEDS Functions, clerical supervisors, and eligibility workers assigned to NMC.
6. Certain employees of other agencies/departments having a direct mandate to operate programs providing public social services as stated in the W&I Code have been assigned individual codes for direct access to data systems. These individuals give their codes, and may be provided with the worker number and/or the case status. i.e. active or inactive. Such agencies/departments include: Social Security (Salinas, Watsonville, and Carmel), Health Department, and Mental Health Department.
7. For further explanation of departmental policy and data system security procedures, see AD 82-06 and AD 00-03.

8. All transmissions of sensitive data via e-mail outside of the county network must be encrypted. Sensitive data is the information protected by government regulations; it includes Personal Identifiable Information (PII), Protected Health Information (PHI), and Federal Tax Information (FTI). See DSES Encryption and DSES E-mail Policies (AD 10-02 and AD 10-03)

VII. FAMILY AND CHILDREN'S SERVICES PROGRAM

A. General Information

1. All material and information concerning cases in Family and Children's' Services (FCS) is confidential. The material and information may be released by order of the Juvenile Court.
2. The procedure for requesting release of information is initiated by the party requesting the information. That person must file a motion with Juvenile Court. Upon filing of the motion, the court will determine if the request is valid. The Juvenile Court Judge will review the records and information in Chambers and determine whether or not any information shall be released, and the content and extent of any such release (Penn vs. Ritchie).
3. Further, all material and information released shall only be used for the specific purpose requested in the motion (Navaho Express).
4. A Special Matter Order determines to which specific agency Family and Children's Services personnel can share information, and the extent of the information and materials to be shared. There are currently two Special Matters Orders:
 - One, dated October 2, 1986, covers a number of child protection treatment and investigation agencies.
 - The second, dated, March 9, 1993, specifically covers child custody mediation services.

B. Child Abuse Reporting Law

1. The identity of all persons who report child abuse is confidential. The identities may be disclosed in the following circumstances only:
 - Between Child Protective agencies, or
 - To counsel representing a child protective agency, or
 - To the District Attorney in a criminal prosecution, or
 - In an action initiated under Section 602 of the W&I Code, arising from alleged Section 318 of the W&I Code, or

- To County Counsel, or District Attorney in an action initiated under Section 301 of the W&I Code, or
- When those persons waive confidentiality or by court order.

Note: Anonymous reporting by **non-mandated** reporters is permitted.

2. The California Penal Code, Article 2.5, Child Abuse Reporting, provides legal definitions of terms inherent to the reporting of child abuse. Further, clarification is provided regarding the disclosure of identities of persons who report child abuse, the actions of those individuals required to report or act in abuse cases, content of the report or action, and the consequences of failure to act.
3. Penal Code 11172 – Immunity from liability; failure to report offense. Provides Immunity from civil or criminal liability for employees of related agencies who report known or suspected child abuse. Other persons are also immune unless it can be proven that the person knew the report was false. The code also allows a picture to be taken of the suspected victim of child abuse without parental consent, free of civil or criminal liability. Failure to report an instance of child abuse is a misdemeanor and is punishable by confinement in the County Jail for a term not to exceed six months or by a fine of not more than \$500.00 or both.

C. Adoptions

1. The California Code of Regulations – Title 22 – Chapter 3, Adoption, states: “All information in adoption case records shall be confidential.” Further, “Information from case records can be released only to agencies specified in the law, parties to the adoption or their legal counsel or persons authorized to receive it.”
 - “Records shall not be produced in Court on request of any of the parties except on subpoena.”
2. Case material may be shared intra-agency only in instances where a case is shared by two different DSES units who are involved with the same customer, such as Child Welfare Services and Adoption for a birth parent and/or foster child or Adoptions and Aging and Adult Services for a birth parent. Only that information which pertains to the mutual client may be shared.
3. Information relating to birth parents and all persons requesting adoptive home study is confidential and is not to be shared with non-involved staff.
4. Release of information forms are signed for communication with other professionals when necessary for adoption planning.

D. Juvenile Court Proceedings

1. Rule 5.546 of the Rules of Juvenile Court encourages the timely disclosure of materials and information within the possession of the petitioner, subject to the right of the party to show privilege or good cause. PC 11167 mandates that the identity of all

persons who report suspected child abuse shall be confidential and disclosed only to specific persons outlined in this section, or when the reporting party waives confidentiality, or by court order. Attorneys for parents in W&I Code Section 300 cases are not included in PC 11167 as persons to whom the petitioner may disclose the identity of the reporting party. W&I Code Section 300 cases are juvenile dependency cases.

2. To ensure that the confidentiality of reporting parties is maintained in all Juvenile Court proceedings, while encouraging the appropriate sharing of information, the following procedures were developed. These procedures were reviewed and approved by the Juvenile Court Judge and County Counsel. It is the intent that these proceedings will not substantively change current practice.
 - During the court investigation, the Social Worker shall advise the reporting party of their right to confidentiality.
 - The Social Worker shall ask the reporting party if they wish to waive confidentiality and further explain that their confidentiality may be divulged if there is a court order requiring DSES to do so.
 - If the reporting party waives confidentiality, such waiver should be obtained in writing. After obtaining a written waiver of confidentiality rights, the Social Worker may inform the attorney for the parents, of the identity of the reporting party, by attaching the petition sent to the attorney.
 - If the reporting party refuses to waive confidentiality, then the Social Worker shall blacken out the name of the reporting party on the police report and not disclose the identity unless ordered to do so by the Court.

E. Foster Care/Caregivers

Foster parents and other caregivers (relatives, group homes, etc.) are entitled to the summary in the recommendation section of the Court Report in accordance with the W&I Code. This information is automatically provided to Foster Parents by Family and Children's Services staff after the court report has been filed. Foster parents and their attorneys are not entitled to a copy of the court report.

VIII. OFFICE FOR AGING AND ADULT SERVICES – COMMUNITY SERVICES – ELDER AND DEPENDENT ADULT ABUSE REPORTING LAW

1. AD 87-06 informs staff of the reporting requirement of the suspected elder and dependent adult abuse as adopted by the State Department of Social Services and required under W&I Code, Section 15630. The law and regulations require employees of Social Service departments to report suspected abuse of elder and dependent adult persons. Failure to report physical abuse of the elder or dependent adult is a misdemeanor, punishable by not more than six months in the County Jail, by a fine of not more than five hundred dollars (\$500.00), or by both fine and imprisonment.

2. The identity of mandated reporters is confidential and disclosed only by court order or between elder protective agencies. Mandated reporters are exempt from civil and criminal liability for any report required by law.

IX. TRAINING

Training on reporting responsibilities regarding suspected child, elder or dependent adult abuse, and confidentiality requirements will be conducted for all new staff by Benefits Coordinators during New Employee Orientation and Benefits Orientation, reviewed by supervisors with all staff during annual performance evaluations.

X. SUMMARY

If a situation arises that is not covered by the regulations cited in this directive, it should promptly be called to the attention of the Branch/Program Manager, who shall refer the matter to the Office of County Counsel for resolution.

XI. DISCIPLINE

Violation of this Directive could lead to disciplinary action up to and including termination from County employment.

XII. APPENDIX

Includes: A reference chart and summary of this administrative directive; California Welfare and Institutions Code WIC Section 10850; Civil Code Section 1798.14-1798.23.

Elliott Robinson, Director

ER:dla

XII. APPENDIX

CONFIDENTIALITY

Reference: Administrative Directive No. 11-01

Information obtained from applicants and recipients, whether written or oral, is confidential and must be safeguarded. Disclosure of this information shall not be made, directly or indirectly, other than in the administration of public social services programs.

In addition to Welfare and Institutions Code Section 10850, Division 19 of the State Operations Manual dealing with confidentiality and Title 22 of the California Administrative Code dealing with adoptions, staff is expected to make judgments about the handling of confidential information in accordance with the following:

- √ All staff within DSES have access to confidential files of various types. All staff have an equal responsibility to follow confidentiality laws and regulations.
- √ Case records will remain in departmental offices except for limited instances specified in the Administrative Directive. Case records are not to be taken home unless specifically authorized in advance by a Program Manager on a particular occasion.
- √ Confidential case information shall only be discussed with authorized personnel who have a work-related need for the information.
- √ Conversations at restaurants, in stores, or in other non-confidential settings, such as during breaks, shall not involve names of recipients or other details of case situations where the identity of parties involved could be discovered by a listener.

Improper release of confidential information is a misdemeanor and is subject to disciplinary action up to and including termination. Disclosure of Confidential information may also be subject to civil action for invasion of privacy.

Note: Reference to specific sections of Administrative Directive 11-01 are contained in brackets.

AUTHORIZATION:

A. WRITTEN AUTHORIZATION

Except as provided in this directive, all authorizations to release confidential information are to be written.

Written authorization must indicate the specific information to be released. It shall be signed and dated by the applicant/recipient and shall expire on year from the date signed unless an earlier expiration date is specified or authorization is revoked. [IV, C]

B. TELEPHONE AUTHORIZATIONS:

Telephone authorization is acceptable if the applicant/recipient adequately identifies himself/herself. A telephone authorization is temporary only and must be followed by written authorization. [Section IV, A, 1]

C. APPLICANT/RECIPIENT WRITTEN REQUESTS FOR ASSISTANCE TO LEGISLATORS:

A signed and dated letter from a customer to a Member of Congress, State Legislature, Board of Supervisors or City Council that requests the official's assistance in a Social Services related matter is considered an authorization for the release of information. [Section II, 3]

D. INFORMATION MAY ALSO BE RELEASED TO LAW ENFORCEMENT OFFICIALS IN THE FOLLOWING CIRCUMSTANCES:

An applicant/recipient is deceased and law enforcement agency is otherwise unable to adequately identify the deceased; OR

A felony arrest warrant has been issued for an applicant/recipient.

Requests must be in writing from the head of an agency or an authorized individual.

Information to be released is limited to name, address, telephone number, birthday, Social Security number and physical description. [Section II, B, 2, 3]

E. RELEASE OF INFORMATION TO THE CUSTOMER:

Information relating to eligibility that was provided by a customer shall be open to inspection by the customer. [III, C, 4]

Certain privileged communications may not be released to the customer. These communications are defined in the Evidence Code and include Sections 954 (lawyer-customer) and 1041 (identity of informer). [III, D]

In any matters relating to release of information from Family and Children's Services (FCS) case records an FCS supervisor must be consulted. The Supervisor will determine what form of consent is to be used or if a court order is required.

F. ADOPTIONS

Access to adoption case records shall be limited to staff assigned to those functions and appropriate administrative staff. [III, C, 3]

Release of information from adoption case files is covered in [VII, D] of this directive.

All information requests should be referred to an adoption supervisor who shall determine what form of consent is required and whether or not a court order is necessary.

G. REPORTS OF SUSPECTED CHILD ABUSE

The identity of all persons who report child abuse is and shall be kept confidential.

The identity of persons who report child abuse, reports of suspected child abuse and information contained therein may be disclosed only in limited circumstances. [VII, D]

All requests for such information should be referred to an FCS supervisor who shall determine if the request can be honored and what form of consent or court order is required.

SUMMARY OF CONFIDENTIALITY REQUIREMENTS

Requesting Party	May information be given by staff?	How may information be obtained?
Landlord, Neighbor	Yes. Only with authorization and only if necessary for the administration of public social services. [III, C]	With customer authorization
School Officials	Yes. To superintendents of Schools or representatives for purpose of claiming for ESEA program. Also in administration of other federally funded programs, incl. Free and reduced lunches. Limited to information necessary to determine eligibility for the program. [II, C]	Without customer authorization. DSES has an agreement with County Office of Education
Public Officials	Yes. Only with authorization and only if necessary for the administration of public social services. Limited to information requested. [II, A]	With customer authorization. A signed and dated letter from customer to official asking for assistance is sufficient.
District Attorney	Yes. Information needed in regard to child support, child welfare, paternity or fraud. Yes. Information for other purposes. [II, B, 1]	Without customer authorization. With customer authorization
Other Law Enforcement Agencies	Yes. In case of felony arrest warrant issued for customer. Information to be released is limited. Yes. When applicant or recipient is deceased, for purposes of identification. [II, B, 2-3]	Official written request from law enforcement needed. Requests must go to Program Managers.

SUMMARY OF CONFIDENTIALITY REQUIREMENTS – CONTINUED

Requesting Party	May Information be given by staff?	How may information be obtained?
Private and Public Agencies	Yes. If necessary for the administration of public social services. Guidelines in [IV, D]	Without customer authorization, using Guidelines.
Health Dept. Natividad Medical Center	Yes. Med-Cal eligibility information only. [IV, E]	Without customer authorization.
Banks, other financial institutions, Attorneys, Legal Aid, Insurance companies, Immigration Counselors, Parole Officers	Refer to Program Manager or Eligibility Supervisor. [II, B, 4] [IV, B]	In most cases with customer authorization only.
Intake staff and DSES funded Refugee Services providers requesting info. From Refugee cases.	Yes. May share any information with intake staff necessary to complete requirements of sanctioning process and make employment and training referrals	Without customer authorization
Other requests for info. From Refugee cases.	Yes. May share information necessary to make referrals with DSES funded services providers. Yes. Only with consent form or to designated authorized representative (AR) . [V]	With consent of the refugee. With customer authorization.
Requests for information from Family and Children's Services cases, Adult Protective Services cases and AIDS Case mgt. Records.	A variety of laws and special matter orders apply. All requests should be made through a social work supervisor.	May require court order and/or customer consent. In many cases information is protected and cannot be released.
Subpoenas	Program Manager is to contact County Counsel before responding. [IV, F]	Follow Directive and Counsel.

REFERENCES	
Division 19, Chapter 19-000	Manual of Policies and Procedures Confidentiality Fraud, Civil Rights (CFC)
Division 23, Chapter 23-001	Manual of Policies and Procedures, Management Office Procedures
Chapter 40, Section 101.13	Manual of Policies and Procedures, Eligibility And Assistance Standards (EAS)
Article 2, Section 50111	Medi-Cal Eligibility Manual Title 22, CCR, Third Edition
Chapter 63, Section 201.3	Manual of Policies and Procedures Division 63 Food Stamp Regulations
Section 10850 Confidentiality	Welfare and Institutions Code
Section 15630 Elder and Dependent Adult Abuse	Welfare and Institutions Code
Article 2.5 Child Abuse Reporting	California Penal Code
Title 22, Chapter 3 Adoptions	California Code of Regulations
<p><i>Note: In cases where a Supervisor or Program Manager cannot determine whether information may be released, a Program Manager or Deputy Director will contact County Counsel. See IV, F for policies regarding subpoenas.</i></p>	

DESTRUCTION OF CONFIDENTIAL MATERIAL

Confidential material is any material which could be used to identify an individual or family as being an applicant or recipient of aid or services. Such material could include wastepaper, computer printouts, lists, reports, and entire or portions of case records. If the material contains a name, address or any other customer information, it is considered confidential.

1. DISPOSAL OF MATERIAL IN TRASH

Before placing in trash receptacles, any paper which contains confidential information must be torn or cut sufficiently so that the confidential information is destroyed.

2. DISPOSAL OF COMPUTER PRINTOUTS, IMAGES, LISTS, REPORTS

All printouts, images, lists and reports containing confidential information which are to be destroyed are to be placed in "confidential" boxes located in each District Office. Such materials are collected regularly by Storekeepers and transported for recycling.

3. DISPOSAL OF CASE RECORDS

Designated staff in each District Office box, tape and label case materials with destruction dates. Stores and Records transport these boxes to Department warehouses for maintenance until designated destruction dates.