



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



May 22, 2021

Medi-Cal Eligibility Division Information Letter No.: 21-08

TO: ALL COUNTY WELFARE DIRECTORS  
ALL COUNTY ADMINISTRATIVE OFFICERS  
ALL COUNTY MEDI-CAL PROGRAM SPECIALISTS/LIAISONS

SUBJECT: Guidance for EDD Confidentiality Agreement Use and Maintenance

The purpose of this letter is to remind County Welfare Departments (CWD) of the Employment Development Department (EDD) Confidentiality Agreement and to provide counties with directions for using and maintaining this document. This letter supplements All County Welfare Directors Letter [14-02](#).

The EDD Confidentiality Agreement is required to ensure all CWD employees viewing EDD data from Income and Eligibility Verification System (IEVS), a subsystem of DHCS' Medi-Cal Eligibility Data System (MEDS), are aware of the confidential and sensitive nature of EDD data. All CWD MEDS users with IEVS transaction levels in their MEDS account profiles are required to sign the EDD Confidentiality Agreement to ensure the continued transmission of EDD data between the counties and DHCS.

### **SUBMISSION DEADLINE**

The EDD Confidentiality Agreement template (Attachment D1) is enclosed in this letter. The CWD should **not** modify any of the agreement language. All CWD MEDS users with IEVS transactions levels must sign the EDD Confidentiality Agreement and return it to their County MEDS Access Liaisons by June 30, 2022. Regardless if the agreement was previously signed, a new signed agreement is required. Copies of signatures and electronic signatures are acceptable. CWDs should contact their county MEDS Access Liaisons as soon as possible if they are unable to submit the signed EDD agreements by the due date.

Signed EDD Confidentiality Agreements are valid for the entirety of the CWD worker's employment period with the agency. County MEDS Access Liaisons are required to retain copies of the signed EDD Confidentiality Agreement during the time their MEDS users require IEVS transaction levels in their MEDS account profile and for three (3) years **after** the CWD employee has left his or her position.

Medi-Cal Eligibility Division Information Letter No.: I 21-08  
Page 2  
May 22, 2021

If you have any questions or if we can provide further information, please contact Mr. Ken Pham at (916) 345-7167, or by email at [Ken.Pham@dhcs.ca.gov](mailto:Ken.Pham@dhcs.ca.gov).

Sandra Williams, Chief  
Medi-Cal Eligibility Division

Attachment: D1

## EMPLOYMENT DEVELOPMENT DEPARTMENT CONFIDENTIALITY AGREEMENT

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

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

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

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

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

\_\_\_\_\_  
INITIAL    Acknowledge responsibility for knowing the privacy, confidentiality, and data security laws that apply to the EDD information I have been granted access to by my employer, including UIC §§1094 and 2111, California Government Code § 15619, CC § 1798.53, and PC § 502.

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

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

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

\_\_\_\_\_  
INITIAL    Agree to protect the following types of the EDD confidential and sensitive information:

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

\_\_\_\_\_  
INITIAL    Hereby agree to protect the EDD's information on either paper or electronic form by:

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

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

_____ Print Full Name (last, first, MI)	_____ Signature
_____ Print Name of Requesting Agency	_____ Date Signed

**Check the appropriate box:**

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

\_\_\_\_\_  
Explain