

**SUPPLEMENTAL SECURITY INCOME FOR THE
AGED, BLIND, AND DISABLED**

**Agreement for Reimbursement to State
for Interim Assistance Payments
Pursuant to Section 1631(g)
of the Social Security Act**

Between

The Commissioner of the Social Security Administration

and

The State of California

(Agreement 06-6002)

The Commissioner of the Social Security Administration, hereinafter referred to as the "Commissioner," and the State of California, hereinafter referred to as the "State," for the purpose of ensuring the availability of assistance to meet basic needs of applicants for benefits under the Supplemental Security Income (SSI) program, title XVI of the Social Security Act, hereby agree to the following:

ARTICLE I

SCOPE

This Agreement covers reimbursement by the Commissioner to the State for assistance furnished by the State to individuals during (a.) the months their SSI applications are pending and (b.) during the months their SSI benefits have been suspended or terminated, if said individuals are subsequently found to be eligible for SSI payment of benefits for those months. However, a State may be reimbursed only for months in which the Commissioner of the Social Security Administration determines an SSI/State supplemental payment (SSP) benefit is due an individual pursuant to 42 USC 1383 (g) (2) and was paid an interim assistance (IA) dollar amount payment pursuant to 42 USC 1383 (g) (3) (A) and (B).

ARTICLE II

DEFINITIONS

For purposes of this Agreement:

- A. The term "Commissioner" means the Commissioner of the Social Security Administration (SSA) or his/her delegate.

- B. The term "State" for purposes of an IA agreement means a State of the United States, the District of Columbia, or the Northern Mariana Islands. The political subdivision of the State of California administering this IA agreement is the California Department of Social Services (CDSS).

For all other purposes (for example, payment, appeals, notices) State also means an entity that the Commissioner deems to be a political subdivision and that such political subdivision is administratively feasible to include for participation in the interim assistance reimbursement (IAR) program. In the State of California, this includes the political subdivisions listed in Appendices C and D.

- C. The term "Act" means the Social Security Act.
- D. The term "benefits" and "SSI benefits" mean supplemental security income benefits under title XVI of the Act and any State supplementary payments under section 1616 thereof, or mandatory minimum supplementary payments under section 212 of Public Law 93-66, which the Commissioner makes on behalf of the State (or political subdivision thereof).
- E. The term "interim assistance" (IA) means assistance furnished to the individual or on behalf of the individual, financed totally from State and/or local funds, for meeting basic needs and furnished (1) during the period beginning with the month following the month in which the individual filed an application for benefits, for which he/she was found eligible to receive benefits, and ending with (and including) the month the individual's benefits began, and (2) during the period beginning with the day the individual's benefits were reinstated after a period of suspense or termination, and ending with (and including) the month the individual's benefits were resumed.
- F. The terms "initial payment" and "initial posteligibility payment" mean the first payment with respect to the IA period discussed in E (1) and E (2) above, but does not include any emergency advance payments authorized under section 1631(a)(4)(A) of the Act, any presumptive disability/blindness payment authorized under section 1631(a)(4)(B), or any immediate payments authorized under section 1631(a)(1).
- G. The phrase "amount equal to the amount of initial payment or initial posteligibility payment available to the State as IA reimbursement" means that portion of the initial (or initial posteligibility) payment that the State can claim as reimbursement. In certain situations, the Commissioner is required by the Act to control the release of an individual's retroactive payment. In these situations, if SSA were to release the initial payment or initial posteligibility payment to the State and the State released a residual amount to the individual, the individual might be paid in a manner contrary to the Act. To prevent this, when SSA

identifies such a situation, SSA will ask the State to determine the amount it is entitled to be reimbursed, and SSA will then release that amount to the State.

- H. The term "Supplemental Security Income Program" means the Federal assistance program under title XVI of the Social Security Act.
- I. The term "authorization" means the form used by the State to obtain an SSI applicant's written permission for the Commissioner to withhold the individual's initial payment or initial posteligibility payment and send such payment to the State. This form must include the language specified in Article IV, Paragraph A and be approved by the State and Commissioner.
- J. The term "protective filing" means a written Statement by an individual indicating an intent to claim SSI benefits received at an SSA office or another Federal or State office designated by the Commissioner to receive applications on behalf of the Commissioner, or by a person so authorized. For purposes of this Agreement, the term protective filing is limited to the written authorization defined in Article II, Paragraph I.

ARTICLE III

FUNCTIONS TO BE PERFORMED BY THE COMMISSIONER

The Commissioner shall:

- A. Send to the State or the State's designated financial institution (when feasible for both parties) the initial payment or initial posteligibility payment (or "an amount equal to the amount of initial payment or initial posteligibility payment available to the State as IA reimbursement" as defined in Article II, paragraphs F. and G., in situations where the Commissioner is required to control the release of the individual's retroactive payment) for any such individual for whom a signed copy of an authorization, as defined in Article II, Paragraph I., has been received by the Commissioner, or by a Federal or State office designated by the Commissioner to receive applications, prior to the date of payment.
- B. Provide information to the State in order to assist the State in complying with the terms of the Agreement.
- C. Perform such other functions as may be required by the terms of this Agreement.

ARTICLE IV

FUNCTIONS TO BE PERFORMED BY THE STATE

The State shall:

- A. For political subdivisions of a State that the Commissioner deems to be administratively feasible to include for participation in the IAR program based on scope and size, obtain a written, signed, and dated authorization for the reimbursement of IA (models attached hereto at Appendix A), for each individual who has received or will receive IA, and whose initial payment or initial posteligibility payment or "amount equal to the amount of the initial payment [and/or initial posteligibility payment] available to the State as IA reimbursement" is to be sent to the State or *the State's* designated financial institution pursuant to Article III, Paragraph A and (in the case of a manual State) furnish a copy of the authorization or notify the Commissioner of the receipt and date of receipt of the authorization (in the case of an automated State). The authorization form must, at a minimum, provide language that advises the individual that:
1. For initial SSI claims, the period for the life of the authorization is one (1) calendar year if the individual does not apply for SSI within the one year period. The one year period begins with the date SSA receives the signed authorization (in the case of a manual State) or the date that the State notifies SSA by an automated system that it has received a signed authorization (in the case of an automated State) and ends twelve months later. In addition, if the State does not notify the Commissioner within thirty (30) calendar days of the date the individual signed the authorization, the authorization is not binding on the applicant. (This condition is intended to assure that the State acts on the authorization in a reasonably prompt manner.) However, if the individual applies for SSI before the end of the one year life of the authorization period or has already applied for SSI before the period for the life of the authorization begins, the period for the life of the authorization will be extended beyond the one year period, until such time as:
 - The Commissioner makes the first payment of retroactive SSI benefits on the individual's claim; or
 - The Commissioner makes a final determination on the claim and no timely request for review is filed; or
 - The State and the individual agree to terminate the authorization.

If one of the events listed above occurs before the expiration of the one-year calendar period, the authorization will cease to be in force as of the date of the occurrence of such an event.

2. For initial posteligibility cases, the period for the life of the authorization is one (1) calendar year. The one year period begins with the date SSA receives the signed authorization (in the case of a manual State) or the date that the State notifies SSA by an automated system that it has received a signed authorization (in the case of an automated State) and ends twelve months later. In addition, if the State does not notify the Commissioner within thirty (30) calendar days of the date the individual signed the authorization, the authorization is not binding on the applicant. (This condition is intended to assure that the State acts on the authorization in a reasonably prompt manner.). The life of the authorization will remain in effect for that one year period, or until the end of the maximum period permitted under regulations at Subpart N of 20 CFR 416 within which to request administrative or judicial review of the Commissioner's determination to suspend or terminate the individual's SSI benefits, whichever period of time is longer, unless the individual files a request within the time for such review, or one of the following events occurs earlier, in which case the authorization will cease to have effect as of the date of such event:
- The Commissioner makes the first posteligibility payment of retroactive SSI benefits following the suspension or termination of the individual's benefits; or
 - The Commissioner makes a final determination on the claim and no timely request for review is filed; or
 - The State and the individual agree to terminate the authorization.

If one of the events listed above occurs before the expiration of the one-year calendar period, the authorization will cease to be in force as of the date of the occurrence of such event.

3. After deducting from the individual's initial payment or initial posteligibility payment received from the Commissioner an amount sufficient to reimburse the State for IA paid the individual, the State shall promptly provide to the individual a written notice (copy attached hereto at Appendix B) explaining the amount of the initial payment or initial posteligibility payment it received from the Commissioner and the excess amount (if any) due the individual and shall pay the excess amount (if any) to such individual within **ten (10) working days** of the date of the receipt of said payment from the Commissioner.
4. The State shall submit a report on Form SSA-L8125/SSA-8125 or other SSA approved accounting form to a designated SSA office for each initial payment and initial posteligibility payment received from the

Commissioner **within thirty (30) calendar days** from the date the State received such payment. However, for situations in which the Commissioner is required by law to restrict the manner in which the residual amount of retroactive SSI payments may be paid to the individual, the State shall complete and return the SSA accounting form to a designated SSA office **within 10 working days** from the date the State received the accounting form. If a State does not forward the accounting form to SSA **within 10 working days** of the date it was forwarded or transmitted to the State, SSA will forward the State a follow-up request for the completion and return of that form. If a State fails to return the form to the designated SSA office **within 15 working days** of the follow-up request, SSA will release the retroactive amount to the individual through its applicable processing procedures to protect the individual from hardship that may arise from the State's failure to comply with SSA's IAR processing requirements. In these situations, the State may choose to ask the individual for any IAR the State may be due. However, the Commissioner will not be a party to or responsible for participating in the State's efforts to recover any IAR due the State under these circumstances.

5. Such individual shall have the right to a hearing from the State respecting any matter for which the individual believes he or she has been aggrieved by action taken by the State under section 1631(g) of the Act."
- B. The State may receive on the Commissioner's behalf, the authorization as an intent by the individual to claim SSI benefits (a protective filing) for all political subdivisions within the State as identified in appendix C of this Agreement.
 - C. Political subdivisions of the State listed in Appendix C that use a manual process will forward the authorizations to the Commissioner **within thirty (30) calendar days** of obtaining the authorizations and shall retain copies of such authorizations in accordance with the provisions of Article VIII.
 - D. Political subdivisions of the State listed in Appendix D that use an automated process will forward via an automated data processing method acceptable both to the Commissioner and the State information: (1) that the State has received such authorization and (2) the date that the State and the claimant signed the authorization. This information will be forwarded to the Commissioner **within thirty (30) calendar days** of matching the applicant's record on the State's general assistance eligibility file with a pending SSI record and the State shall retain copies of such authorizations in accordance with the provisions of Article VIII.
 - E. For situations in which the Commissioner is not required by law to restrict the manner in which the residual amount of retroactive SSI payments may be paid to the individual:

1. Deduct from the initial payment or initial posteligibility payment received from the Commissioner, with respect to an individual, an amount sufficient as reimbursement for IA furnished on behalf of such individual in months during which the individual was found eligible for SSI, from the first month in which such individual was found eligible for SSI benefits, and ending with and including the month payment of such individual's SSI benefits began and/or from the day of the month such individual's payment of SSI benefits were subsequently reinstated after a period of suspension or termination, and ending with and including the month such individual's SSI benefits were resumed.
 2. Pay any residual amount of the initial payment or initial posteligibility payment received from the Commissioner to the individual within **ten (10) working days** from the date the State receives the initial payment or initial posteligibility payment.
- F. For situations in which the Commissioner is required by law to restrict the manner in which the residual amount of retroactive SSI payments may be paid to the individual:
- Inform the Commissioner, according to Article V, Paragraph B, of the amount of reimbursement claimed for IA the State furnished on behalf of such individual in months during which the individual was found eligible for SSI, from the first month in which such individual was found eligible for SSI benefits, and ending with and including the month payment of such individual's SSI benefits began, and/or from the day of the month such individual's payment of SSI benefits were subsequently reinstated after a period of suspension or termination, and ending with and including the month such individual's SSI benefits were resumed.
- G. Provide to the individual within **ten (10) working days** from the date the State receives the initial payment or initial posteligibility payment a written notice explaining:
1. The amount of the initial payment or initial posteligibility payment received from the Commissioner for IA;
 2. The excess amount (if any) due the individual; and
 3. The opportunity for a hearing with respect to any action taken by the State pursuant to the implementation of this Agreement by which the individual believes he or she has been aggrieved.

If an individual dies after executing an authorization but before receiving the written notice and payment of the excess amount required by the preceding

sentence, the State shall, within the prescribed time limit, provide such explanation and pay such balance to the Commissioner rather than to anyone else on behalf of the individual.

- H. Comply with such other rules as the Commissioner finds necessary to achieve efficient and effective administration of IAR procedures and to carry out the purposes of the SSI program.
- I. Perform such other functions as may be required by the terms of this Agreement.

ARTICLE V

ACCOUNTING REPORTS

- A. For situations in which the Commissioner is not required by law to restrict the manner in which the residual amount of retroactive SSI payments may be paid to the individual:
 - 1. The State shall submit a report on Form SSA-L8125/SSA-8125 or other SSA approved accounting form for each initial payment and initial posteligibility payment received from the Commissioner **within thirty (30) calendar days** from the date the State received such payment.
 - 2. The report shall account to the Commissioner (on an individual case basis) for the total IA paid, the total amount of the initial payment or initial posteligibility payment received by the State (for such individual), the amount retained by the State as reimbursement, the amount (if any) due the individual, and the date said amount (if any) was sent to the individual.
- B. For situations in which the Commissioner is required by law to restrict the manner in which the residual amount of retroactive SSI payments may be paid to the individual:
 - 1. The State shall submit a claim on Form SSA-L8125/SSA-L8125-F6 or other SSA approved accounting form for each report of a pending initial payment and initial posteligibility payment received from the Commissioner **within ten (10) working days** from the date the State receives such report.
 - 2. The report shall account to the Commissioner (on an individual case basis) for the total IA paid to the individual and the amount of reimbursement claimed by the State for IA furnished on behalf of such individual in months for which the individual was found eligible to receive SSI or SSI benefits were subsequently reinstated after a period of suspension or termination.

- C. The aggregate of all reports referred to in Paragraphs A. and B. above received by the Commissioner in each fiscal year shall constitute the State's report for such fiscal year.

ARTICLE VI

RESOLUTION OF DISPUTES

- A. If SSA and the State are unable to agree on any item in dispute arising under this Agreement, the State may request the Commissioner of Social Security to make a determination. Within 90 days from the receipt of such request, the Commissioner of Social Security, or his/her designee, shall make a determination in writing with a full explanation thereof, or provide written notification of the reason such determination cannot be made, what further information or action by the parties may be required, and within what time period a determination is expected to be made. This determination shall be final and conclusive. Pending the decision of the Commissioner, the State and the Commissioner shall proceed diligently with performance of this Agreement.
- B. Nothing in this Agreement shall be construed to waive the State's right to seek judicial review by a court of competent jurisdiction of both findings of fact and conclusion of law contained in the Commissioner's decision, or to enforce its rights under this Agreement by any available remedy. Nothing in this Agreement shall be construed as waiving the Commissioner's rights to assert lack of jurisdiction with respect to any suit brought under this Agreement, or to enforce the Commissioner's rights under this Agreement by available remedies.

ARTICLE VII

ADMINISTRATIVE COSTS

Neither the State nor the Commissioner, in performing their functions and duties under this Agreement, shall pay to the other, any costs of administration incurred by the other.

ARTICLE VIII

EXAMINATION AND RETENTION OF RECORDS

- A. The State agrees that the Commissioner and the Comptroller General of the United States (including their duly authorized representatives) have access to and the right to examine any pertinent books, documents, papers, and records of the State for purposes of verifying transactions with respect to matters covered by this Agreement.

- B. The State shall retain each authorization it receives (or a copy thereof) for a total of three (3) years from the date said authorization is signed and for such longer period as is required for completion or resolution of the audits, litigation, or other actions involving such records of which the State has actual notice and which are commenced before the end of the three (3) year period.
- C. The State shall retain a copy of each Form SSA-L8125, SSA-8125, SSA-8125-F6, or other SSA approved accounting form it completes for three (3) years from the end of the Federal fiscal year for which the form pertains.
- D. The State shall retain a copy of each written notice furnished to an individual as set forth in Article IV, Paragraph G. for three (3) years from the end of the Federal fiscal year for which the notice pertains.

ARTICLE IX

CONFIDENTIAL NATURE AND LIMITATION ON USE OF INFORMATION AND RECORDS

- A. The purpose of this Article is to set forth the procedures for safeguarding the confidentiality of IAR data exchanged between the Commissioner and the State, and imposing limitations on the use of that data. IAR data includes the authorization form as defined in Article II, Paragraph I.; the automated data that the State transmits or sends to the Commissioner pursuant to Article IV, Paragraphs C. and D.; the notice provided to individuals pursuant to Article IV, Paragraph G.; the Form SSA-L8125, SSA-8125, SSA-8125-F6, or other SSA approved accounting form completed by the State pursuant to Article V.; and any other information provided to the State by the Commissioner pursuant to Article III, Paragraph B.
- B. The Commissioner will adopt policies and procedures to ensure that it will use the IAR data obtained from the State under this Agreement only for purposes of carrying out this Agreement and will disclose such data only as permitted by Federal law (e.g., 42 U.S.C. subsection 1306(a), 5 U.S.C. subsections 552 and 552a, and implementing regulations 20 CFR Part 401).
- C. The State will adopt policies and procedures to ensure that it will use the IAR data obtained from the Commissioner under this Agreement only for purposes of carrying out this Agreement and will disclose such data for other purposes only with the prior approval of the Commissioner.
- D. The following minimum safeguards will be afforded by the Commissioner and the State to IAR data exchanged under this Agreement:

1. Access to the data will be restricted to only those authorized employees and officials who need it to perform their official duties in connection with the intended use of the data;
 2. The data will be stored in an area that is physically safe from access by unauthorized persons during duty hours as well as nonduty hours or when not in use;
 3. The data will be processed under the immediate supervision and control of authorized personnel in a manner which will protect the confidentiality of the data, and in such a way that unauthorized persons cannot retrieve the data by means of computer, remote terminal or other means; and
 4. All personnel who will have access to the data will be advised of the confidential nature of the information, the safeguards required to protect the information and the sanctions for noncompliance with those safeguards contained in the applicable Federal and State statutes.
- E. In addition, the Commissioner reserves the right to make onsite inspections or to make other provisions to ensure that adequate safeguards are being maintained.

ARTICLE X

TERMS OF AGREEMENT

This Agreement shall begin on AUGUST 20 2006 and will be automatically renewed for successive periods of one (1) year thereafter (commencing on October 1st of each such year), unless the State or the Commissioner gives written notice not to renew at least thirty (30) days before the end of the then current period.

ARTICLE XI

TERMINATION AND MODIFICATION OF AGREEMENT

- A. The State or the Commissioner may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. This Agreement may be modified in writing at any time by mutual consent of the parties hereto.
- C. If this Agreement is terminated in any manner (including nonrenewal), the accounting requirements described in Article V shall continue to apply for all initial payments and initial posteligibility payments received by the State from the Commissioner prior to such termination.

D. If this Agreement is terminated by either party, the Commissioner and the State agree that all cases for which the State has obtained an authorization as required by Article IV, Paragraph A., shall be processed in accordance with the provisions of this Agreement.

In Witness whereof, the parties hereby execute this Agreement this 10th day of August 2006.

COMMISSIONER OF SOCIAL SECURITY

BY: Peter D. Spencer
Peter D. Spencer
Regional Commissioner, Region IX
Social Security Administration
(TITLE)

State of California, Department of Social Services

BY: Andrew J. Kraus III
Andrew J. Kraus III, Chief
Contracts & Financial Analysis Bureau

Lisa Hightower,
I, ~~Law Assistant, General Counsel~~ certify that I am the Attorney General* of the State of California; that Andrew J. Kraus III who signed this Agreement on behalf of the State was then the Chief, Contracts & Fin. Analys. Br. of said State; and that he/she is authorized to enter into agreements of this nature on behalf of the State 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 as provided herein and comply with the terms of this Agreement.

Lisa Hightower Signature of Counsel

*Or legal counsel for the State Agency

APPENDICES

Appendix A - State Authorization Form(s)

Appendix B - State Apportionment Notice Form

Appendix C -List of Political Subdivision(s) Using Manual IAR Process

Appendix D - List of Political Subdivision(s) Using Automated Process

Appendix E - State Payee and Mailing Address

AUTHORIZATION FOR REIMBURSEMENT OF INTERIM ASSISTANCE

INITIAL PAYMENT OR INITIAL POSTELIGIBILITY PAYMENT

Name _____ Social Security Number _____

Address _____
 City/Town/Zip Code _____

The term State means the [Name of the State/the county interim assistance agency that the State has an interim assistance reimbursement agreement with and that paid you public assistance]

What am I authorizing by signing this authorization if I checked the block called Initial Payment Only?

Initial Payment Only

If I am found eligible to receive Supplemental Security Income (SSI) benefits, I understand that I am authorizing the Commissioner of the Social Security Administration (SSA) to send to the State:

- The first retroactive payment of SSI benefits on my initial claim, or
- An amount equal to the amount of reimbursable public assistance the State paid me when law restricts the manner in which my SSI money can be released to me.

What am I authorizing by signing this authorization if I checked the block called Initial Posteligibility Payment Only?

Initial Posteligibility Payment Only

If I am found eligible to receive SSI benefits, I understand that I am authorizing the Commissioner of SSA to send to the State:

- The first retroactive posteligibility payment of SSI benefits following a suspension or termination of my SSI benefits, or
- An amount equal to the amount of reimbursable public assistance the State paid me when law restricts the manner in which my SSI money can be released to me.

How will the State be paid for the reimbursable public assistance it gave me if I checked the block called Initial Payment Only?

If I am found eligible to receive SSI money, SSA will send the State my first retroactive SSI payment or an amount equal to the amount of reimbursable public assistance the State paid me when law restricts the manner in which my SSI money can be released to me. The State may:

- Deduct from my first retroactive SSI payment an amount equal to the amount of reimbursable public assistance the State paid to me, or on my behalf, when law does not restrict the manner in which my SSI money can be released to me, or
- Have SSA send it an amount equal to the amount of reimbursable public assistance the State paid to me, or on my behalf, when law restricts the manner in which my SSI money can be released to me,

for months beginning with:

- the first month for which I am eligible to receive an SSI payment

and ending with, and including:

- the month my SSI payments begin, or
- the following month if the State cannot promptly stop making its last public assistance payment to me.

The State cannot be reimbursed for assistance it paid me if that assistance was financed wholly or partly from Federal dollars.

How will the State be paid for the reimbursable public assistance it gave me if I checked the block called Initial Posteligibility Payment Only?

If I am found eligible to receive SSI money, SSA will send the State my first retroactive posteligibility SSI payment or an amount equal to the amount of reimbursable public assistance the State paid me when law restricts the manner in which my SSI money can be released to me. The State may:

- Deduct from my first retroactive posteligibility SSI payment an amount equal to the amount of reimbursable public assistance the State paid to me, or on my behalf, when law does not restrict the manner in which my SSI money can be released to me, or
- Have SSA send it an amount equal to the amount of reimbursable public assistance the State paid to me, or on my behalf, when law restricts the manner in which my SSI money can be released to me,

for months beginning with:

- the day of the month I again become eligible to receive an SSI payment following a period of suspension or termination,

and ending with, and including:

- the month my SSI payments resume, or
- the following month if the State cannot promptly stop making its last public assistance payment to me.

The State cannot be reimbursed for assistance it paid me if that assistance is financed wholly or partly from Federal dollars.

Can the State use this authorization for an Initial Payment of SSI benefits and an Initial Posteligibility Payment of SSI benefits?

No. I am authorizing the State to use this form for **only one payment event**. If both payment blocks are checked, this form is not binding on me or the State. If both blocks are checked, the State and I must sign a new form with only one of the payment blocks checked.

Does this authorization serve as a protective filing for SSI benefits?

Yes. If I checked the Initial Payment Block, signing this form serves as a signed statement of my intention to claim SSI benefits if I have not filed an SSI application as of the date this authorization is

received by the State. My eligibility for SSI benefits may begin as early as the date the State receives this signed form if I file an application for SSI benefits at a social security office within sixty (60) days after that date. This form also serves as a notice from SSA that I have sixty (60) days from the date the State receives this form to file for SSI benefits. However, if I do not file an application for SSI benefits at a social security office within sixty (60) days after that date, then I understand that I cancel my intention to claim SSI benefits and this authorization no longer protects my filing date for SSI.

How long is this authorization binding on me and the State if I checked the Initial Payment Block?

If I checked the Initial Payment Block, this authorization is binding on me and the State for one (1) calendar year beginning with the date SSA received the signed authorization provided that SSA receives the authorization within thirty (30) calendar days of the date I sign it. If the [Name of IAR Agency] does not notify SSA within thirty (30) calendar days of the date that I sign this authorization, the authorization is not binding on me or the State. ***[Add the following for an automated State/IAR agency:*** However, because the (Name of IAR Agency) will notify SSA about this authorization electronically, the thirty (30) calendar days do not begin until the day of the month that SSA requires the State to transmit the electronic notification that it has obtained a signed authorization.] Also, this form must be signed and dated by both a State representative and me to be a valid agreement that authorizes the State to receive interim assistance reimbursement from my SSI payments. Furthermore, if I applied for SSI before the State received this authorization or I apply for SSI within one (1) calendar year of the date described above or I file a timely request for an administrative or judicial review within the time permitted under SSA's regulations, this authorization will remain in effect, even if beyond the one (1) calendar year period until such time as:

- SSA makes the first retroactive payment of SSI benefits on my initial claim; or
- SSA makes a final determination on my claim; or
- The State and I both agree to terminate this authorization.

How long is this authorization binding on me and the State if I checked the Initial Posteligibility Payment Block?

If I checked the Initial Posteligibility Payment Block, this authorization is binding on me and the State for one (1) calendar year beginning with the date SSA receives the signed authorization provided that SSA receives the authorization within thirty (30) calendar days of the date I sign it. If the [Name of IAR Agency] does not notify SSA within thirty (30) calendar days of the date that I sign this authorization, the authorization is not binding on me or the State. ***[Add the following for an automated State/IAR agency:*** However, because the (Name of IAR agency) will notify SSA about this authorization electronically, the thirty (30) calendar days do not begin until the day of the month that SSA requires the State to transmit the electronic notification that it has obtained a signed authorization.] Also, this form must be signed and dated by both a State representative and me to be a valid agreement that authorizes the State to receive interim assistance reimbursement from my SSI payments. Furthermore, if I file a timely request for an administrative or judicial review within the time permitted under SSA's regulations, this authorization will remain in effect, even if beyond the one (1) calendar year period, until such time as:

- SSA makes the first retroactive posteligibility payment of SSI benefits following a suspension or termination of my SSI benefits; or
- SSA makes a final determination on my appeal; or
- The State and I both agree to terminate this authorization.

AUTHORIZATION FOR REIMBURSEMENT OF INTERIM ASSISTANCE**INITIAL PAYMENT**

Name _____ Social Security Number _____

Address _____
City/Town/Zip Code _____

The term State means the [Name of the State/the county interim assistance agency that the State has an interim assistance reimbursement agreement with and that paid you public assistance]

What am I authorizing by signing this authorization?

If I am found eligible to receive Supplemental Security Income (SSI) benefits, I understand that I am authorizing the Commissioner of the Social Security Administration (SSA) to send to the State:

- The first retroactive payment of SSI benefits on my initial claim, or
- An amount equal to the amount of reimbursable public assistance the State paid me when law restricts the manner in which my SSI money can be released to me.

How will the State be paid for the reimbursable public assistance it gave me?

If I am found eligible to receive SSI money, SSA will send the State my first retroactive SSI payment or an amount equal to the amount of reimbursable public assistance the State paid me when law restricts the manner in which my SSI money can be released to me. The State may:

- Deduct from my first retroactive SSI payment an amount equal to the amount of reimbursable public assistance the State paid to me, or on my behalf, when law does not restrict the manner in which my SSI money can be released to me, or
- Have SSA send it an amount equal to the amount of reimbursable public assistance the State paid to me, or on my behalf, when law restricts the manner in which my SSI money can be released to me,

for months beginning with:

- the first month for which I am eligible to receive an SSI payment

and ending with, and including:

- the month my SSI payment begins, or
- the following month if the State cannot promptly stop making its last public assistance payment to me.

The State cannot be reimbursed for assistance it paid me if that assistance was financed wholly or partly from Federal dollars.

Does this authorization serve as a protective filing for SSI benefits?

Yes. Signing this form serves as a signed statement of my intention to claim SSI benefits if I have not filed an SSI application as of the date this authorization is received by the State. My eligibility for SSI benefits may begin as early as the date the State receives this signed form if I file an application for SSI benefits at a social security office within sixty (60) days after that date. This form also serves as a notice

from SSA that I have sixty (60) days from the date the State receives this form to file for SSI benefits. However, if I do not file an application for SSI benefits at a social security office within sixty (60) days after that date, then I understand that I cancel my intention to claim SSI benefits and this authorization no longer protects my filing date for SSI.

How long is this authorization binding on me and the State?

This authorization is binding on me and the State for one (1) calendar year beginning with the date SSA received the signed authorization provided that SSA receives the authorization within thirty (30) calendar days of the date I sign it. If the [Name of IAR Agency] does not notify SSA within thirty (30) calendar days of the date that I signed this authorization, the authorization is not binding on me or the State. ***[Add the following for an automated State/IAR agency:*** However, because the (Name of IAR agency) will notify SSA about this authorization electronically, the thirty (30) calendar days do not begin until the day of the month that SSA requires the State to transmit the electronic notification that it has obtained a signed authorization.] Also, this form must be signed and dated by both a State representative and me to be a valid agreement that authorizes the State to receive interim assistance reimbursement from my SSI payments. Furthermore, if I applied for SSI before the State received this authorization or I apply for SSI within one (1) calendar year of the date described above or I file a timely request for an administrative or judicial review within the time permitted under SSA's regulations, this authorization will remain in effect, even if beyond the one (1) calendar year period, until such time as:

- SSA makes the first retroactive payment of SSI benefits on my initial claim; or
- SSA makes a final determination on my claim; or
- The State and I both agree to terminate this authorization.

What rights and appeals are available to me under this authorization?

The State is required to:

1. Pay me any balance due from the retroactive SSI payment within 10 working days of the receipt of my SSI payment.
2. Give me a written notice explaining:
 - How much SSA repaid the State for interim assistance it gave me;
 - The balance, if any, due me unless the Social Security Act requires SSA to pay me such balance. (In such an event, SSA will notify me of the manner in which the balance will be paid to me.); and
 - That I will have an opportunity for a hearing with the State if I disagree with its actions regarding repayment of interim assistance or any action it took regarding this authorization.

Signature of Recipient Date _____

Signature of State Representative Date _____ GR Code _____

AUTHORIZATION FOR REIMBURSEMENT OF INTERIM ASSISTANCE**INITIAL POSTELIGIBILITY PAYMENT**

Name _____ Social Security Number _____

Address _____
City/Town/Zip Code _____

The term State means the [Name of the State/the county interim assistance agency that the State has an interim assistance reimbursement agreement with and that paid you public assistance]

What am I authorizing by signing this authorization?

If I am found eligible to receive Supplemental Security Income (SSI) benefits, I understand that I am authorizing the Commissioner of the Social Security Administration (SSA) to send to the State:

- The first retroactive posteligibility payment of SSI benefits following a suspension or termination of my SSI benefits, or
- An amount equal to the amount of reimbursable public assistance the State paid me when law restricts the manner in which my SSI money can be released to me.

How will the State be paid for the reimbursable public assistance it gave me?

If I am found eligible to receive SSI money, SSA will send the State my first retroactive posteligibility SSI payment or an amount equal to the amount of reimbursable public assistance the State paid me when law restricts the manner in which my SSI money can be released to me. The State may:

- Deduct from my first retroactive posteligibility SSI payment an amount equal to the amount of reimbursable public assistance the State paid to me, or on my behalf, when law does not restrict the manner in which my SSI money can be released to me, or
- Have SSA send it an amount equal to the amount of reimbursable public assistance the State paid to me, or on my behalf, when law restricts the manner in which my SSI money can be released to me,

for months beginning with:

- the day of the month I again become eligible to receive an SSI payment following a period of suspension or termination,

and ending with, and including:

- the month my SSI payments resume, or
- the following month if the State cannot promptly stop making its last public assistance payment to me.

The State cannot be reimbursed for assistance it paid me if that assistance was financed wholly or partly from Federal dollars.

06-6002

Appendix B

**NOTICE OF ACTION AND
RIGHT TO REQUEST A STATE HEARING
ON INTERIM ASSISTANCE**

<div style="border: 1px solid black; width: 100%; height: 100%;"></div>	State No.: County No.: Worker No.: District: Date: Case Name: Interpreter Needed: _____ <div style="display: flex; justify-content: space-between; width: 100%;"> Language Dialect </div>
---	--

This office received on _____ a Supplemental Security Income/State Supplementary Program (SSI/SSP) payment for you in the amount of \$ _____, for the period _____ through _____. As per your agreement, we are sending you the balance of \$ _____ after deducting the amount of \$ _____, to repay the amount of assistance you received from Interim Assistance for that same period while Social Security Administration (SSA) completed the work on your eligibility determination for SSI/SSP benefits.

SSI/SSP PAYMENT

If you disagree with the amount of the SSI/SSP payment of \$ _____, contact your local Social Security Office. The amount of the total SSI/SSP payment is subject to the SSA appeal process. A request for reconsideration must be filed within 60 days after the date the notice of the initial determination is received.

INTERIM ASSISTANCE PAYMENT

If you disagree with the amount of Interim Assistance withheld from your SSI/SSP payment or you contend that we did not send you the balance, if any, as shown above within the 10 working days, please contact the State Department of Social Services. This action is subject to the state fair hearing provision described on the reverse side of this form.

COMMENTS:

The law and/or regulations governing this action are:

Department of Social Services Eligibility and Assistance Standards Manual Section 46-337

If you have any questions please contact me.

County/State Representative	Agency
Telephone	Date:

List of Political Subdivisions Using the Manual Procedure

Alameda Co DMH	Marin Co DMH	Santa Barbara Co DSS
Alpine Co DSS	Mariposa Co DSS	Santa Clara Co DMH
Amador Co DSS	Mendocino Co DSS	Shasta Co DSS
Butte Co DSS	Mendocino Co DMH	Shasta Co DMH
Butte Co DMH	Merced Co DSS	Sierra Co DSS
Calaveras Co DSS	Modoc Co DSS	Siskiyou Co DSS
Colusa Co DSS	Mono Co DSS	Siskiyou Co DMH
Contra Costa Co DMH	Mono Co DMH	Solano Co DSS
Del Norte Co DSS	Monterey Co DSS	Solano Co DMH
Del Norte Co DMH	Monterey Co DMH	Sonoma Co DSS
El Dorado Co DSS	Napa Co DSS	Sonoma Co DMH
El Dorado Co DMH	Napa Co DMH	Stanislaus Co DSS
Fresno Co DSS	Nevada Co DSS	Sutter Co DSS
Fresno Co DMH	Orange Co DMH	Sutter Co DMH
Glenn Co DSS	Plumas Co DSS	Tehama Co DSS
Glenn Co DMH	Riverside Co DSS	Tehama Co DMH
Humboldt Co DMH	Riverside Co DMH	Trinity Co DSS
Imperial Co DSS	San Benito Co DSS	Trinity Co DMH
Inyo Co DSS	San Bernardino DSS	Tulare Co DSS
Kern Co DMH	San Bernardino DMH	Tulare Co DMH
Kings Co DSS	San Diego Co DMH	Tuolumne Co DSS
Lake Co DSS	San Francisco Co DMH	Ventura Co DSS
Lassen Co DSS	San Joaquin Co DSS	Ventura Co DMH
Los Angeles Co DMH	San Joaquin Co DMH	Yolo Co DSS
Madera Co DSS	San Luis Obispo DMH	Yolo Co DMH
State DMH	San Mateo Co DMH	Yuba Co DSS

List of Political Subdivisions Using the Automated IAR Procedure

Alameda Co DSS
Contra Costa Co DSS
Humboldt Co DSS
Kern Co DSS
Los Angeles Co DSS
Marin Co DSS
Orange Co DSS
Placer Co DSS
Sacramento Co DSS
San Diego Co DSS
San Francisco Co DSS
San Luis Obispo DSS
San Mateo Co DSS
Santa Clara Co DSS
Santa Cruz Co DSS

State Payee and Mailing Addresses

05000	ALAMEDA COUNTY SOC SERVICES AGENCY PO BOX 2094-S775 OAKLAND CA	94604-2094
05001	HEALTH CARE AGENCY SUBSTITUTE PAYEE IAR P O BOX 129 SAN LEANDRO CA	94577-0929
05010	ALPINE COUNTY AUDITOR P O BOX 266 MARKLEEVILLE CA	96120-0266
05020	AMADOR COUNTY DEPT OF SOCIAL SRVS 1003 BROADWAY JACKSON CA	95642-2308
05030	BUTTE COUNTY DEPT SOCIAL WELFARE P O BOX 1649 OROVILLE CA	95965-1649
05031	BUTTE COUNTY MNTL TREASURER 25 COUNTY CENTER DR OROVILLE CA	95965-3316
05040	CALAVERAS COUNTY SOCIAL WELFARE 891 MOUNTAIN RANCH RD SAN ANDREAS CA	95249-9713
05050	COLUSA COUNTY HEALTH AND HUMAN PO BOX 370 COLUSA CA	95932-0370
05060	CONTRA COSTA COUNTY AUDITOR CONTROLLER 625 COURT STREET MARTINEZ CA	94553-1231
05061	CONTRA COSTA COUNTY MENTAL HEALTH 625 COURT ST RM 205 MARTINEZ CA	94553-1231
05070	DEL NORTE COUNTY DEPT SOCIAL SERVICES 880 NORTHCREST DR CRESCENT CITY CA	95531-3419

05071	DEL NORTE COUNTY MENTAL HEALTH SERVICES PO BOX E CRESCENT CITY CA	95531-0015
05080	EL DORADO COUNTY WELFARE DEPARTMENT 3057 BRIW RD PLACERVILLE CA	95667
05081	EL DORADO COUNTY MENTAL HEALTH 344 PLACERVILLE DR #13 PLACERVILLE CA	95667-3920
05090	FRESNO COUNTY DEP SOCIAL SERVICES P O BOX 1912 FRESNO CA	93718-1912
05091	FRESNO COUNTY MENTAL HEALTH 1221 FULTON MALL FRESNO CA	93721-1915
05100	GLENN COUNTY SOCIAL SERVICES P O BOX 611 WILLOWS CA	95988-0611
05101	GLENN COUNTY MNTL HLTH LIFE SUPPORT 242 NORTH VILLA AVE WILLOWS CA	95988-2641
05110	HUMBOLDT COUNTY PUBLIC WELFARE 929 KOSTER EUREKA CA	95501-0106
05111	HUMBOLDT COUNTY MENTAL HEALTH 720 WOOD ST EUREKA CA	95501-4413
05120	IMPERIAL COUNTY DEPT OF SOCIAL SERV STE 104 2995 S 4TH ST EL CENTRO CA	92243
05130	INYO COUNTY SOCIAL SERVICES P O BOX A INDEPENDENCE CA	93526-0601

05140	KERN COUNTY HUMAN SERVICES P O BOX 511 BAKERSFIELD CA	93302-0511
05141	KERN CO MENTAL HEALTH ATTN COLLECTIONS P O BOX 1000 BAKERSFIELD CA	93302
05150	KINGS COUNTY DPSS KINGS CTY GOVT CENTER 1200 SOUTH DRIVE HANFORD CA	93230-5341
05160	LAKE COUNTY AUDITOR/CONTROLLER 255 N FORBES ST LAKEPORT CA	95453-4731
05170	LASSEN COUNTY HEALTH HUMAN SERVICES P O BOX 1359 SUSANVILLE CA	96130-1359
05200	DPSS CASHIER A/O PO BOX 512180 LOS ANGELES CA	90051-0180
05201	DEPT OF MENTAL HEALTH P O BOX 512168 LOS ANGELES CA	90051-2168
05300	MADERA COUNTY DEPT OF PUB WELFARE PO BOX 569 MADERA CA	93639-0569
05310	DIV OF PLANNING & ADM HEALTH AND HUMAN 20 N SAN PEDRO RD 2027 SAN RAFAEL CA	94903-4158
05311	COUNTY OF MARIN DHHS COMMUNITY MHS P O BOX 2728 SAN RAFAEL CA	94912-2728
05320	MARIPOSA COUNTY SOCIAL WELFARE P O BOX 7 MARIPOSA CA	95338-0007

05330	MENDOCINO COUNTY SOCIAL SERVICES P O BOX 1060 UKIAH CA	95482-1060
05331	MENDOCINO COUNTY MENTAL HEALTH 564 S DORA ST UKIAH CA	95482-5425
05340	MERCED COUNTY HUMAN SERVICES AGENCY P O BOX 112 MERCED CA	95341-0112
05350	MODOC COUNTY SOCIAL SERVICES 120 MAIN ST ALTURAS CA	96101-4045
05360	MONO COUNTY SOCIAL SERVICES P O BOX 576 BRIDGEPORT CA	93517-0576
05361	MONO CO MENTAL HEALTH - IAR PO BOX 1176 MAMMOTH LAKES CA	93546-1176
05370	MONTEREY CTY DSS-IAR 1000 S MAIN ST SUITE 208 SALINAS CA	93901-2353
05371	MONTEREY COUNTY MENTAL HEALTH DEPT 1270 NATIVIDAD ROAD SALINAS CA	93906-3122
05380	NAPA COUNTY HUMAN SERVICES 2261 ELM STREET NAPA CA	94559-3721
05381	NAPA COUNTY HUMAN SERVICES 2261 ELM STREET NAPA CA	94559-3721
05390	NEVADA COUNTY PUBLIC SOCIAL SERVICES P O BOX 1210 NEVADA CITY CA	95959-1210

05400	ORANGE COUNTY DSS AUDITOR CONTROLLER P O BOX 1998 SANTA ANA CA	92702-1998
05401	ORANGE COUNTY MH AUDITOR CONTROLLER P O BOX 1998 SANTA ANA CA	92702-1998
05410	PLACER COUNTY ACCOUNTING UNIT 11519 B AVE AUBURN CA	95603-2604
05420	PLUMAS COUNTY SOCIAL SERVICES P O BOX 360 QUINCY CA	95971-0360
05430	RIVERSIDE CO DPSS RECOVERY UNIT PO BOX 7789 RIVERSIDE CA	92513-7789
05431	RIVERSIDE COUNTY MENTAL HEALTH P O BOX 7549 RIVERSIDE CA	92513-7549
05440	SACRAMENTO COUNTY DIV REVENUE RECOVERY 10669 COLOMA RD RANCHO CORDOVA CA	95670-4001
05450	SAN BENITO COUNTY HUMAN SERVICES AGENCY 380 SAN BENITO ST HOLLISTER CA	95023-3948
05460	SB COUNTY-SSG AUDITING FIRST FLOOR 825 E HOSPITALITY SAN BERNARDINO CA	92415-0914
05461	SAN BERNARDINO MENTAL HEALTH 700 E GILBERT BLVD 3 SAN BERNARDINO CA	92404-5413
05470	SAN DIEGO COUNTY OFC REVENUE RECOVERY PO BOX 121909 SAN DIEGO CA	92112-0018

05471	TREASURER SAN DIEGO ATTN: CHIEF MHC MGT PO BOX 85524 SAN DIEGO CA	92186-5524
05480	SAN FRANCISCO COUNTY DEPT OF HUMAN PO BOX 884866 SAN FRANCISCO CA	94188-4866
05481	SAN FRANCISCO COUNTY MHS FISCAL OFFICE 1380 HOWARD ST SAN FRANCISCO CA	94103-2614
05490	SAN JOAQUIN COUNTY HUMAN SERVICES PO BOX 201056 STOCKTON CA	95201-3006
05491	SAN JOAQUIN COUNTY MENTAL HEALTH SERVICES 1212 N CALIFORNIA ST STOCKTON CA	95202-1552
05500	SAN LUIS OBISPO DPSS ACCT RECEIVABLE CLERK PO BOX 8119 SAN LUIS OBISPO CA	93403-8119
05501	SAN LUIS OBISPO COE MNTL HLTH SVSCS - IAR 2180 JOHNSON AVE SAN LUIS OBISPO CA	93408-7001
05510	SAN MATEO CTY SOC SVS 400 HARBOR BLVD BLDG C BELMONT CA	94002-4047
05511	COUNTY OF SAN MATEO DIV OF LONG TERM CARE 225 W 37TH AVE SAN MATEO CA	94403-4324
05520	SANTA BARBARA COUNTY AUDITOR CONTROLLER P O BOX 39 SANTA BARBARA CA	93102-0039
05530	SANTA CLARA COUNTY SSA RECOVERY & LEGAL DIV 333 W JULIAN STREET SAN JOSE CA	95110-1305

05531	SANTA CLARA CO MH REP PAYEE UNIT P O BOX 167 SAN JOSE CA	95103-0167
05540	SANTA CRUZ COUNTY HUMAN RESOURCES AGCY P O BOX 1320 SANTA CRUZ CA	95061-1320
05550	SHASTA COUNTY DPSS COLLECTION UNIT P O BOX 496005 REDDING CA	96049-6005
05551	SHASTA COUNTY MH SPECIAL INVEST UNIT P O BOX 496005 REDDING CA	96049-6005
05560	SIERRA COUNTY DSS P O BOX 1019 LOYALTON CA	96118-1019
05570	SISKIYOU COUNTY HUMAN SERVICES 818 S MAIN ST YREKA CA	96097-3321
05571	SISKIYOU COUNTY BEHAVIORAL HEALTH SVCS 2600 CAMPUS DRIVE YREKA CA	96097-3394
05580	SOLANO COUNTY HHS DEPT ADM DIV/BUDGET BUREAU P O BOX 4090 MS 1-200 FAIRFIELD CA	94533-0677
05581	SOLANO COUNTY HSS MHS--INTERIM FUNDING MS-1-200 PO BOX 4090 FAIRFIELD CA	94533-4090
05590	SONOMA COUNTY SOCIAL SERVICES P O BOX 1539 SANTA ROSA CA	95402-1539
05591	SONOMA COUNTY MENTAL HEALTH SERVICES 3322 CHANATE ROAD SANTA ROSA CA	95404-1708

05600	STANISLAUS COUNTY COLLECTIONS DEPT P O BOX 42 MODESTO CA	95353-0042
05610	SUTTER COUNTY WELFARE DEPT P O BOX 1535 YUBA CITY CA	95992-1535
05611	SUTTER YUBA MENTAL HEALTH SERVICES P O BOX 1520 YUBA CITY CA	95992-1520
05620	TEHAMA COUNTY SOCIAL SERVICES P O BOX 1515 RED BLUFF CA	96080-0001
05621	TEHAMA COUNTY MENTAL HEALTH SERVICES 1860 WALNUT STREET RED BLUFF CA	96080-3611
05630	TRINITY COUNTY HEALTH AND HUMAN P O BOX 1470 WEAVERVILLE CA	96093-1470
05631	TRINITY CO MENTAL HEALTH IAR P O BOX 1640 WEAVERVILLE CA	96093-1640
05640	TULARE COUNTY SOCIAL SERVICES P O BOX 671 VISALIA CA	93279-0671
05641	TULARE CTY MNTL HLTH COMMUNITY SUPPORT 3300 S FAIRWAY VISALIA CA	93277-8109
05650	TUOLUMNE COUNTY DEPT OF SOCIAL SERVICE 20075 CEDAR ROAD NORTH SONORA CA	95370
05660	VENTURA COUNTY SOCIAL SERVICES 505 POLI STREET VENTURA CA	93001-2632

05661	VENTURA CO MENTAL PLACEMENT UNIT 300 NO HILLMONT AVE VENTURA CA	93003-1651
05670	YOLO COUNTY DEPT SOCIAL SERVICES 25 NORTH COTTONWOOD WOODLAND CA	95695-6609
05671	YOLO COUNTY MENTAL HEALTH 213 W BEAMER ST WOODLAND CA	95695-2510
05680	YUBA COUNTY SOCIAL SERVICES PO BOX 2320 MARYSVILLE CA	95901-2320
05690	STATE DEPT MNTL HLTH ACCOUNTING OFFICE 1600 9TH ST 1ST FLR SACRAMENTO CA	95814-6404