

**INFORMATION EXCHANGE AGREEMENT
BETWEEN
THE SOCIAL SECURITY ADMINISTRATION (SSA)
AND
THE [NAME OF STATE AGENCY] (STATE AGENCY)
For State-Funded Programs**

- A. PURPOSE:** The purpose of this Information Exchange Agreement (“IEA/S”) is to establish terms, conditions, and safeguards under which SSA will disclose to the State Agency certain information, records, or data (herein “data”) to assist the State Agency in administering certain state-funded, state-administered benefit programs identified in this IEA/S. By entering into this IEA/S, the State Agency agrees to comply with the terms and conditions set forth in this IEA/S, including the privacy protection provisions set forth in **Attachment 1**, governing the State Agency’s use of the data disclosed from SSA’s Privacy Act System of Records.
- B. LEGAL AUTHORITY:** SSA’s authority to enter into this IEA/S is Section 1106(a) of the Social Security Act (“Act”) (42 U.S.C. § 1306) and the routine use exception under the Privacy Act of 1974 (5 U.S.C. § 552a(b)(3)). SSA is not authorized to disclose tax return data to the State Agency for state-funded, state-administered programs unless explicitly authorized by 26 U.S.C. § 6103 and such authorization is clearly identified in **Table 1** below.
- C. PROGRAMS AND DATA EXCHANGE SYSTEMS:** (1) The State Agency will use the data received or accessed from SSA under this IEA/S only for the purpose of administering the state-funded programs identified in **Table 1** below. In **Table 1**, the State Agency has identified: (a) each program the State Agency administers; and (b) each SSA data exchange system to which the State Agency needs access in order to administer the identified program. The list of SSA’s data exchange systems is attached as **Attachment 2**.

TABLE 1

STATE-FUNDED BENEFIT PROGRAMS	
Program	SSA Data Exchange System(s)
<i>(Enter name of program)</i>	<i>(Enter the acronym for one or more of SSA’s data exchange systems listed in Attachment 2)</i>



(2) The State Agency will use each identified data exchange system **only** for the purpose of administering the specific program for which access to the data exchange system is provided. SSA data exchange systems are protected by the Privacy Act and federal law prohibits the use of SSA’s data for any purpose other than the purpose of administering the specific program for which such data is disclosed.

D. PROGRAM QUESTIONNAIRE: Prior to signing this IEA/S, the State Agency will complete and submit to SSA a program questionnaire for each of the programs listed in **Table 1**. SSA will not disclose any data under this IEA/S until it has received and approved the completed program questionnaire for each of the programs identified in **Table 1** above.

E. FUNDING: There is no charge to the State Agency for the data SSA provides under this IEA/S to assist the State Agency in administering the programs specifically identified in **Table 1** above. Pursuant to his authority under Section 1106 of the Act, the Commissioner of SSA has determined not to charge a fee for providing data to administer programs for which SSA has been providing data without charge under a previous agreement. To the extent the State Agency proposes to modify this IEA/S to receive SSA data for administering any additional state-funded programs for which there is no previous agreement, the State Agency will submit to SSA new program questionnaires describing such programs in accordance with Section D. above. After SSA receives completed program questionnaires for the proposed additional programs, SSA, in its sole discretion, will determine: (1) whether SSA is authorized to disclose the requested data for the purpose of administering the additional state-funded programs; and (2) the charge to the State Agency, if any, for providing the requested data. If SSA decides to charge the State Agency a fee for the cost of providing data for such new programs, the parties will execute a separate reimbursable agreement to document the necessary financial terms and conditions.

F. TRANSFER OF DATA: SSA will transmit the data to the State Agency under this IEA/S using the data transmission method identified in **Table 2** below:

TABLE 2

TRANSFER OF DATA	
<input type="checkbox"/>	Data will be transmitted directly between SSA and the State Agency.
<input type="checkbox"/>	Data will be transmitted directly between SSA and [Name of STC Agency/Vendor] (State Transmission/Transfer Component (“STC”)) by [method of transfer: <u>File Transfer Management System (FTMS)</u> or other], a secure mechanism approved by SSA. The STC will serve as the conduit between SSA and the State Agency pursuant to the State STC Agreement.

G. PRIVACY PROTECTION AND SECURITY PROCEDURES: The State Agency will comply with limitations on use, treatment, and safeguarding of data under the Privacy Act of 1974 (5 U.S.C. 552a), related Office of Management and Budget guidelines, the Federal Information Security Management Act of 2002 (44 U.S.C. § 3541, et seq.), and related National Institute of Standards and Technology guidelines. In addition, the State Agency will comply with SSA’s “Privacy Protection Provisions,” attached as **Attachment 1**, and



“Information System Security Guidelines for Federal, State and Local Agencies Receiving Electronic Information from the Social Security Administration,” attached as **Attachment 3**.

H. CONTRACTOR/AGENT RESPONSIBILITIES: The State Agency will restrict access to the data obtained from SSA to only those authorized State Agency employees, contractors, and agents who need such data to perform their official duties in connection with purposes identified in this IEA/S. At SSA’s request, the State Agency will obtain from each of its contractors and agents a current list of the employees of such contractors and agents who have access to SSA data disclosed under this IEA/S. The State Agency will require its contractors, agents, and all employees of such contractors or agents with authorized access to the SSA data disclosed under this IEA/S, to comply with the terms and conditions set forth in this IEA/S, and not to duplicate, disseminate, or disclose such data without obtaining SSA’s prior written approval. In addition, the State Agency will comply with the limitations on use, duplication, and redisclosure of SSA data as set forth in the privacy protection provisions, attached as **Attachment 1**, especially with respect to the use of such data by its contractors and agents.

I. SAFEGUARDING AND REPORTING RESPONSIBILITIES FOR PERSONALLY IDENTIFIABLE INFORMATION (“PII”):

1. The State Agency will ensure that its employees, contractors, and agents receiving or accessing SSA data under this IEA/S:
 - a. properly safeguard PII furnished by SSA under this IEA/S from loss, theft or inadvertent disclosure;
 - b. understand that they are responsible for safeguarding this information at all times, regardless of whether or not the State employee, contractor, or agent is at his or her regular duty station;
 - c. ensure that laptops and other electronic devices/media containing PII are encrypted and/or password protected;
 - d. send emails containing PII only if encrypted or if to and from addresses that are secure; and
 - e. limit disclosure of the information and details relating to a PII loss only to those with a need to know.

2. If an employee of the State Agency or an employee of the State Agency’s contractor or agent becomes aware of suspected or actual loss of PII, he or she must immediately contact the State Agency official responsible for Systems Security designated below or his or her delegate. That State Agency official or delegate must then notify the SSA Regional Office Contact and the SSA Systems Security Contact identified below. If, for any reason, the responsible State Agency official or delegate is unable to notify the SSA Regional Office or the SSA Systems Security Contact within 1 hour, the responsible State Agency official or delegate must call SSA’s Network Customer Service Center (“NCSC”) at 410-965-7777 or toll free at 1-888-772-6661 to report the actual or suspected loss. The responsible State Agency official or delegate will use the worksheet, attached as **Attachment 4**, to quickly gather and organize information about the incident. The responsible State Agency official or delegate must provide to SSA timely updates as any additional information about the loss of PII becomes available.



3. SSA will make the necessary contact within SSA to file a formal report in accordance with SSA procedures. SSA will notify the Department of Homeland Security's United States Computer Emergency Readiness Team if loss or potential loss of PII related to a data exchange under this IEA/S occurs.
4. If the State Agency experiences a loss or breach of data, the State Agency will determine whether or not to provide notice to individuals whose data has been lost or breached and bear any costs associated with the notice or any mitigation.

J. POINTS OF CONTACT:

FOR SSA

_____ **Regional Office:**

Name
 Title
 Office/Branch
 Street Address
 City, State, Zip Code
 Phone Number
 Fax Number
 Email Address

Systems Issues:

Pamela Riley
 Office of Earnings, Enumeration &
 Administrative Systems
 DIVES/Data Exchange Branch
 6401 Security Boulevard
 Baltimore, MD 21235
 Phone: (410) 965-7993
 Fax: (410) 966-3147
 Email: Pamela.Riley@ssa.gov

Data Exchange Issues:

Guy Fortson
 Office of Electronic Information Exchange
 GD10 East High Rise
 6401 Security Boulevard
 Baltimore, MD 21235
 Phone: (410) 597-1103
 Fax: (410) 597-0841
 Email: guy.fortson@ssa.gov

Systems Security Issues:

Michael G. Johnson
 Acting Director
 Office of Electronic Information Exchange
 Office of Strategic Services
 6401 Security Boulevard
 Baltimore, MD 21235
 Phone: (410) 965-0266
 Fax: (410) 966-0527
 Email: Michael.G.Johnson@ssa.gov

FOR STATE AGENCY

Agreement Issues:

Name
 Title
 Office/Branch
 Street Address
 City, State, Zip Code
 Phone Number
 Fax Number
 Email Address

Technical Issues:

Name
 Title
 Office/Branch
 Street Address
 City, State, Zip Code
 Phone Number
 Fax Number
 Email Address



K. DURATION: The effective date of this IEA/S is _____, _____. This IEA/S will remain in effect for as long as the State Agency submits a certification in accordance with Section L. below.

L. CERTIFICATION AND PROGRAM CHANGES: The State Agency will certify compliance with the terms and conditions of this IEA/S every 30 months commencing with the effective date of this IEA/S. At least 30 days before the close of each 30-month period, the State Agency will certify in writing to SSA that: (1) it is in compliance with the terms and conditions of this IEA/S, including the privacy protection provisions in **Attachment 1**; (2) the data exchange processes under this IEA/S have been and will be conducted without change; and (3) it will, upon SSA's request, provide audit reports or other documents that demonstrate review and oversight activities. If there are substantive changes in any of the programs or data exchange processes listed in this IEA/S, the parties will modify this IEA/S in accordance with Section M. below and the State Agency will submit for SSA's approval new program questionnaires under Section D. above describing such changes prior to using SSA's data to administer such new or changed program.

M. MODIFICATION: Modifications to this IEA/S must be in writing and agreed to by the parties.

N. TERMINATION: The parties may terminate this IEA/S at any time upon mutual written consent. In addition, either party may unilaterally terminate this IEA/S upon 90 days advance written notice to the other party. Such unilateral termination will be effective 90 days after the date of the notice, or at a later date specified in the notice.

SSA may immediately and unilaterally suspend the data flow under this IEA/S, or terminate this IEA/S, if SSA, in its sole discretion, determines that the State Agency (including its employees, contractors, and agents) has: (1) made an unauthorized use or disclosure of SSA-supplied data; or (2) violated or failed to follow the terms and conditions of this IEA/S.

O. DISCLAIMER: SSA is not liable for any damages or loss resulting from errors in the data disclosed to the State Agency under this IEA/S. Furthermore, SSA is not liable for any damages or loss resulting from the destruction of any materials or data provided by the State Agency.

P. INTEGRATION: This IEA/S, including all attachments, constitutes the entire agreement of the parties with respect to its subject matter. There have been no representations, warranties, or promises made outside of this IEA/S. This IEA/S shall take precedence over any other document that may be in conflict with it.

ATTACHMENTS

- 1 – Privacy Protection Provisions
- 2 – SSA Data Exchange Systems
- 3 – Information System Security Guidelines for Federal, State and Local Agencies Receiving Electronic Information from the Social Security Administration
- 4 – PII Loss Reporting Worksheet



Q. SSA AUTHORIZED SIGNATURE: The signatory below warrant and represent that he or she has the competent authority on behalf of SSA to enter into the obligations set forth in this IEA/S.

SOCIAL SECURITY ADMINISTRATION

Marie Helen Craft for
Michael G. Gallagher
Assistant Deputy Commissioner
for Budget, Finance and Management

5/13/09
Date



R. REGIONAL AND STATE AGENCY SIGNATURES:

SOCIAL SECURITY ADMINISTRATION
REGION [INSERT REGION NUMBER]

[Name]
Regional Commissioner

Date

[NAME OF STATE AGENCY]

The signatory below warrant and represent that he or she has the competent authority on behalf of the State Agency to enter into the obligations set forth in this IEA/S.

[Name of Signatory]
[Title]

Date

