

COMPUTER MATCHING AND PRIVACY PROTECTION ACT
AGREEMENT BETWEEN
THE SOCIAL SECURITY ADMINISTRATION
AND THE STATE OF [STATE NAME]



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I. Purpose and Legal Authority

A. Purpose

This Computer Matching and Privacy Protection Act (“CMPPA”) Agreement between the Social Security Administration (“SSA”) and the State of [STATE NAME] (“State”), sets forth the terms and conditions governing disclosures of records, information, or data (herein “data”) made by SSA to various State agencies and departments (“State Agencies”) that administer federally funded benefit program under various provisions of the Social Security Act (“Act”), such as Section 1137 (42 U.S.C. §§ 1320b-7), including the state-funded state supplementary payment programs under Title XVI of the Act. The terms and conditions of this CMPPA Agreement ensure that SSA makes such disclosures of data, and the State uses such disclosed data, in accordance with the requirements of the Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a.

Under Section 1137 of the Act, the State is required to use an income and eligibility verification system to administer specified federally funded benefit programs, including the state-funded state supplementary payment programs under Title XVI of the Act. To assist the State in determining entitlement to and eligibility for benefits under those programs, as well as other federally funded benefit programs, SSA discloses certain data about applicants of state benefits from SSA Privacy Act Systems of Records (“SORs”) and verifies the Social Security numbers (“SSN”) of the applicants.

B. Legal Authority

SSA’s authority to disclose data and the State’s authority to collect, maintain, and use data protected under SSA SORs for specified purposes is:

- Sections 1137, 453, and 1106(b) of the Act (42 U.S.C. §§ 1320b-7, 653, and 1306(b)) (income and eligibility verification data);
- 26 U.S.C. § 6103(l)(7) and (8) (tax return data);
- Section 202(x)(3)(B)(iv) of the Act (42 U.S.C. § 401(x)(3)(B)(iv)) (prisoner data);
- Section 205(r)(3) of the Act (42, U.S.C. § 405(r)(3)) and the Intelligence Reform and Terrorism Prevention Act of 2004, Pub. L. 108-458, § 7213(a)(2) (death data);
- Sections 402, 412, 421, and 435 of Pub. L. 104-193 (8 U.S.C. §§ 1612, 1622, 1631, and 1645) (quarters of coverage data);
- Children’s Health Insurance Program Reauthorization Act of 2009, Pub. L. 111-3 (citizenship data); and
- Routine use exception to the Privacy Act, 5 U.S.C. § 552a(b)(3) (data necessary to administer other programs compatible with SSA programs).

This CMPPA Agreement further carries out Section 1106(a) of the Act (42 U.S.C. § 1306), the regulations promulgated pursuant to that section (20 C.F.R. Part 401), the Privacy Act of 1974 (5 U.S.C. 552a), as amended by the Computer Matching and Privacy Protection Act of 1988, related Office of Management and Budget (“OMB”) guidelines, the Federal Information Security Management Act of 2002 (“FISMA”) (44 U.S.C. § 3541, et seq.), and related National Institute of Standards and Technology (“NIST”) guidelines, which provide the requirements that the State must follow with regard to use, treatment, and safeguarding of data.

II. Scope

- A. The State will ensure that State Agencies using SSA data to administer federally funded benefit programs will comply with the terms and conditions of this CMPPA Agreement and the Privacy Act, as amended by the Computer Matching and Privacy Protection Act. For the purpose of this CMPPA Agreement, “State Agencies” do not include any tribal entities recognized by the U.S. Bureau of Indian Affairs.
- B. Each State Agency that participates in data exchanges with SSA covered by this CMPPA Agreement will execute one or more Information Exchange Agreements (“IEAs”) with SSA, documenting additional terms and conditions applicable to those specific data exchanges, including the particular benefit programs administered by that State Agency, the data elements that will be disclosed, and the data protection requirements implemented to assist the State Agency in the administration of those programs.
- C. The State, through its State Agencies, will use the SSA data governed by this CMPPA Agreement to determine entitlement and eligibility of individuals for the following programs:
 - 1. Temporary Assistance to Needy Families (“TANF”) program under Part A of Title IV of the Act;
 - 2. Medicaid provided under a State plan approved under Title XIX of the Act;
 - 3. State Children’s Health Insurance Program (“CHIP”) under Title XXI of the Act, as amended by the Children’s Health Insurance Program Reauthorization Act of 2009;
 - 4. Food Stamp Program (“SNAP”) under the Food Stamp Act of 1977 (7 U.S.C. § 2011, et seq.);
 - 5. Women, Infants and Children Program (“WIC”) under the Child Nutrition Act of 1966 (42 U.S.C. § 1771, et seq.);
 - 6. Medicare Savings Program (“MSP”) under 42 U.S.C. § 1320b-14;
 - 7. Unemployment Compensation programs provided under a state law described in Section 3304 of the Internal Revenue Code of 1954;
 - 8. Low Income Heating and Energy Assistance (“LIHEAP” or home energy grants) program under 42 U.S.C. § 8621;

9. State-administered supplementary payments of the type described in Section 1616(a) of the Act;
10. Programs under a plan approved under Titles I, X, XIV or XVI of the Act;
11. Foster Care and Adoption Assistance under Title IV of the Act;
12. Child Support Enforcement programs under Section 453 of the Act (42 U.S.C. § 653);
13. Other applicable federally funded programs administered by State Agencies under Titles I, IV, X, XIV, XVI, XVIII, XIX, XX and XXI of the Act; and
14. Any other federally funded programs administered by State Agencies and are compatible with SSA's programs.

D. The State will ensure that SSA data disclosed for the specific purpose of administering a particular federally funded benefit program is used only to administer that program.

III. Justification and Expected Results

A. Justification

This CMPPA Agreement and related data exchanges with State Agencies are necessary for SSA to assist the State in its administration of federally funded benefit programs by providing the data required to accurately determine entitlement and eligibility of individuals for benefits provided under these programs. SSA uses computer technology to transfer the data because it is more economical, efficient, and faster than using manual processes.

B. Expected Results

State Agencies will use the data provided by SSA to improve public service and program efficiency and integrity. The use of SSA data expedites the application process and ensures that benefits are awarded only to applicants that satisfy the State's program criteria. A cost-benefit analysis for the exchange made under this CMPPA Agreement is not required in accordance with the determination by the SSA Data Integrity Board ("DIB") to waive such analysis pursuant to 5 U.S.C. § 552a(u)(4)(B).

IV. Record Description

A. Systems of Records

SSA SORs used for purposes of the subject data exchanges include:

- 60-0058 -- Master Files of SSN Holders and SSN Applications (accessible through EVS, SVES, or Quarters of Coverage Query data systems);

- 60-0059 -- Earnings Recording and Self-Employment Income System (accessible through BENDEX, SVES or Quarters of Coverage Query data systems);
- 60-0090 -- Master Beneficiary Record (accessible through BENDEX or SVES data systems);
- 60-0103 -- Supplemental Security Income Record (SSR) and Special Veterans Benefits (SVB) (accessible through SDX or SVES data systems);
- 60-0269 -- Prisoner Update Processing System (PUPS) (accessible through SVES or Prisoner Query data systems).
- 60-0321 -- Medicare Database File

The State will ensure that the tax return data contained in **SOR 60-0059** (Earnings Recording and Self-Employment Income System) will only be used in accordance with 26 U.S.C. § 6103.

B. Data Elements

Data elements disclosed in computer matching governed by this CMPPA Agreement are Personally Identifiable Information (“PII”) from specified SSA SORs, including names, SSNs, addresses, amounts, and other information related to SSA benefits, and earnings information. Specific listings of data elements are available at:

<http://www.ssa.gov/gix/>

C. Number of Records Involved

The number of records for each program covered under this CMPPA Agreement is equal to the number of Title II, Title XVI, or Title XVIII recipients resident in the State as recorded in SSA’s Annual Statistical Supplement found on Internet at:

<http://www.ssa.gov/policy/docs/statcomps/>

This number will fluctuate during the term of this CMPPA Agreement, corresponding to the number of Title II, Title XVI, and Title XVIII recipients added to or deleted from SSA databases during the term of this CMPPA Agreement.

V. Notice and Opportunity to Contest Procedures

A. Notice to Applicants

State Agencies will notify all individuals who apply for federally funded, state-administered benefits under the Act that any data they provide is subject to verification through computer matching with SSA. State Agencies and SSA will

provide such notice through appropriate language printed on application forms or separate handouts.

B. Notice to Beneficiaries/Recipients/Annuitants

State Agencies will provide notice to beneficiaries, recipients, and annuitants under the programs covered by this CMPPA Agreement informing them of ongoing computer matching with SSA. SSA will provide such notice through publication in the Federal Register and periodic mailings to all beneficiaries, recipients, and annuitants describing SSA's matching activities.

C. Opportunity to Contest

State Agencies will not terminate, suspend, reduce, deny, or take other adverse action against an applicant for or recipient of federally funded state-administered benefits based on data disclosed by SSA from its SORs until the individual is notified in writing of the potential adverse action and provided an opportunity to contest the planned action. "Adverse action" means any action that results in a termination, suspension, reduction, or final denial of eligibility, payment, or benefit. Such notices will:

1. Inform the individual of the match findings and the opportunity to contest these findings;
2. Give the individual until the expiration of any time period established for the relevant program by a statute or regulation for the individual to respond to the notice. If no such time period is established by a statute or regulation for the program, a 30-day period will be provided. The time period begins on the date on which notice is mailed or otherwise provided to the individual to respond; and
3. Clearly state that, unless the individual responds to the notice in the required time period, the State will conclude that the SSA data is correct and will effectuate the threatened action or otherwise make the necessary adjustment to the individual's benefit or entitlement.

VI. Records Accuracy Assessment and Verification Procedures

State Agencies may use SSA's benefit data without independent verification. SSA has independently assessed the accuracy of its benefits data to be more than 99% accurate when they are created.

Prisoner and death data, some of which is not independently verified by SSA, does not have the same degree of accuracy as SSA's benefit data. Therefore, State Agencies must independently verify this data through applicable State verification procedures and the notice and opportunity to contest procedures specified in

Section V. of this CMPPA Agreement before taking any adverse action against any individual.

SSA's citizenship data may be less than 50 percent current. Applicants for SSNs report their citizenship status at the time they apply for their SSNs. There is no obligation for an individual to report to SSA a change in his or her immigration status until he or she files a claim for benefits.

VII. Disposition and Records Retention of Matched Items

- A. State Agencies receiving data from SSA to administer programs governed by this CMPPA Agreement will retain all such data only for the required processing times for the applicable federally funded benefit programs and will then destroy all such data.
- B. State Agencies may retain SSA data in hardcopy to meet evidentiary requirements, provided that they retire such data in accordance with applicable state laws governing State Agencies' retention of records.
- C. State Agencies may use any accretions, deletions, or changes to the SSA data governed by this CMPPA Agreement to update their master files of federally funded state-administered benefit program applicants and recipients, which will be retained in accordance with applicable state laws governing State Agencies' retention of records.
- D. State Agencies may not create separate files or records comprised solely of the data provided by SSA to administer programs governed by this CMPPA Agreement.
- E. SSA will delete electronic data input files received from State Agencies after it processes the applicable match. SSA will retire its data in accordance with the Federal Records Retention Schedule (44 U.S.C. § 3303a).

VIII. Security Procedures

The State will ensure that State Agencies using SSA data comply with the security and safeguarding requirements of the Privacy Act, as amended by the Computer Matching and Privacy Protection Act, related OMB guidelines, the Federal Information Security Management Act of 2002, and related NIST guidelines. In addition, State Agencies using SSA data will have in place administrative, technical, and physical safeguards for the matched data and results of such matches. Additional administrative, technical, and physical security requirements governing all data SSA provides electronically to State Agencies, including specific guidance on safeguarding and reporting responsibilities for PII, are set forth in the IEAs.

IX. Records Usage, Duplication, and Redisclosure Restrictions

- A. State Agencies will use and access SSA data and the records created using that data only for the purpose of verifying eligibility for the specific federally funded benefit programs identified in the IEA.
- B. State Agencies will comply with the following limitations on use, duplication, and redisclosure of SSA data:
 1. State Agencies will not use or redisclose the data disclosed by SSA for any purpose other than to determine eligibility for, or the amount of, benefits under the state-administered income/health maintenance programs identified in this CMPPA Agreement.
 2. State Agencies will not use the data disclosed by SSA to extract information concerning individuals who are neither applicants for, nor recipients of, benefits under the state-administered income/health maintenance program identified in this CMPPA Agreement.
 3. State Agencies will use the **tax return data** disclosed by SSA only to determine individual eligibility for, or the amount of, assistance under a state plan pursuant to Section 1137 programs and child support enforcement programs in accordance with 26 U.S.C. § 6103(1)(8). Contractors and agents acting on behalf of a State or a State Agency will only have access to tax return data where specifically authorized by 26 U.S.C. § 6103.
 4. State Agencies will use the **citizenship status data** disclosed by SSA under the Children's Health Insurance Program Reauthorization Act of 2009, Pub. L. 111-3, only for the purpose of determining entitlement to Medicaid and CHIP program for new applicants.
 5. State Agencies will restrict access to the data disclosed by SSA to only those authorized State employees, contractors, and agents who need such data to perform their official duties in connection with the purposes identified in this CMPPA Agreement.
 6. State Agencies will enter into a written agreement with each of their contractors and agents who need SSA data to perform their official duties whereby such contractor or agent agrees to abide by all relevant federal laws, restrictions on access, use, and disclosure, and security requirements in this CMPPA Agreement. State Agencies will provide their contractors and agents with copies of this CMPPA Agreement, related IEAs, and all related attachments before initial disclosure of SSA data to such contractors and agents. Prior to signing this CMPPA Agreement, and thereafter at SSA's request, each State Agency will obtain from its contractors and agents a

current list of the employees of such contractors and agents with access to SSA data and provide such lists to SSA.

7. State Agencies' employees, contractors, and agents who access, use, or disclose SSA data in a manner or purpose not authorized by this CMPPA Agreement may be subject to civil and criminal sanctions pursuant to applicable federal statutes.
- C. State Agencies will not duplicate in a separate file or disseminate, without prior written permission from SSA, the data governed by this CMPPA Agreement for any purpose other than to determine entitlement or eligibility to federally funded benefits. A State Agency proposing the redisclosure must specify in writing to SSA what data is being disclosed, to whom, and the reasons that justify the redisclosure. SSA will not give permission for such redisclosure unless the redisclosure is required by law or essential to the conduct of the matching program and authorized under a routine use.

X. Comptroller General Access

The Comptroller General (the Government Accountability Office) may have access to all records of the State and its State Agencies that the Comptroller General deems necessary to monitor and verify compliance with this CMPPA Agreement in accordance with 5 U.S.C. § 552a(o)(1)(K).

XI. Duration, Modification, and Termination of the Agreement

A. Duration

1. This CMPPA Agreement is effective from January 1, 2010 ("Effective Date") through June 30, 2011 ("Expiration Date").
2. In accordance with the CMPPA, SSA will: (a) publish a Computer Matching Notice in the Federal Register at least 30 days prior to the Effective Date; (b) send required notices to the Congressional committees of jurisdiction under 5 U.S.C. § 552a(o)(2)(A)(i) at least 40 days prior to the Effective Date; and (c) send the required report to the OMB at least 40 days prior to the Effective Date.
3. Within 3 months prior the Expiration Date, the SSA DIB may, without additional review, renew this CMPPA Agreement for a period not to exceed 12 months, pursuant to 5 U.S.C. § 552a(o)(2)(D), if:
 - the applicable data exchange will continue without any change; and
 - SSA and the State certify to the DIB in writing that the applicable data exchange has been conducted in compliance with this CMPPA Agreement.

4. If either SSA or the State does not wish to renew this CMPPA Agreement, it must notify the other party of its intent not to renew at least 3 months prior to the Expiration Date.

B. Modification

Any modification to this CMPPA Agreement must be in writing, signed by both parties and approved by the SSA DIB.

C. Termination

The parties may terminate this CMPPA Agreement at any time upon mutual written consent of both parties. Either party may unilaterally terminate this CMPPA Agreement 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 or terminate this CMPPA Agreement if SSA determines, in its sole discretion, that the State or a State Agency has violated or failed to comply with this CMPPA Agreement.

XII. Reimbursement

In accordance with Section 1106(b) of the Social Security Act, the Commissioner of SSA has determined not to charge the State and State Agencies the costs of furnishing the electronic data from the SSA SORs under this CMPPA Agreement.

XIII. Disclaimer

SSA is not liable for any damages or loss resulting from errors in the data provided to State Agencies under any IEAs governed by this CMPPA Agreement. Furthermore, SSA is not liable for any damages or loss resulting from the destruction of any materials or data provided by State Agencies.

XIV. Points of Contact**A. SSA Point of Contact****Regional Office**Name, TitleOffice/BranchStreet AddressCity, State, Zip CodePhone: Number/Fax: NumberEmail Address**B. State Point of Contact**Name, TitleOffice/BranchStreet AddressCity, State, Zip CodePhone: Number/Fax: NumberEmail Address

XV. SSA Authorized Signature and Data Integrity Board Approval

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 CMPPA Agreement.

SOCIAL SECURITY ADMINISTRATION



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

5/4/2009
Date

I certify that the SSA Data Integrity Board approved this CMPPA Agreement.



Mary Glenn-Croft
Chairperson
SSA Data Integrity Board

5/13/09
Date

XVI. Regional and State Signatures

SOCIAL SECURITY ADMINISTRATION

[Name]
Regional Commissioner
[Region]

Date

[NAME OF STATE]

The signatory below warrant and represent that he or she has the competent authority on behalf of the State to enter into the obligations set forth in this CMPPA Agreement. The signatory below further acknowledges and agrees that, by his or her signature below, he or she represents State Agencies and is duly authorized to enter into the obligations set forth in this CMPPA Agreement on behalf of those State Agencies.

[Name of Signatory]
[Title]

Date