

**INFORMATION EXCHANGE AGREEMENT  
BETWEEN  
THE SOCIAL SECURITY ADMINISTRATION (SSA)  
AND  
THE [NAME OF STATE] (STATE)**

**A. PURPOSE:** The purpose of this Information Exchange Agreement (“IEA”) is to establish terms, conditions, and safeguards under which SSA will disclose to the State, through its agencies and departments identified herein (“State Agencies”), certain information, records, or data (herein “data”) to assist the State in administering certain federally funded state-administered benefit programs (including state-funded state supplementary payment programs under Title XVI of the Social Security Act) identified in this IEA. For the purpose of this IEA, “State Agencies” do not include any tribal entities recognized by the U.S. Bureau of Indian Affairs.

By entering into this IEA, the State agrees to ensure that its State Agencies receiving or accessing data from SSA under this IEA will comply with:

- the terms and conditions set forth in the Computer Matching and Privacy Protection Act Agreement (“CMPPA Agreement”) attached as **Attachment 1**, governing the State’s use of the data disclosed from SSA’s Privacy Act System of Records; and
- all other terms and conditions set forth in this IEA.

**B. PROGRAMS AND DATA EXCHANGE SYSTEMS:** (1) The State will ensure that its State Agencies use the data received or accessed from SSA under this IEA for the purpose of administering the federally funded, state-administered programs identified in **Table 1** below. In **Table 1**, the State has identified: (a) each State Agency that administers the identified federally funded, state-administered program; (b) each federally funded, state-administered program that State Agency administers; and (c) each SSA data exchange system to which that 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**

<b>FEDERALLY FUNDED BENEFIT PROGRAMS</b>	
<i>[NAME OF STATE AGENCY 1 (ACRONYM)]</i>	
<b>Program</b>	<b>SSA Data Exchange System(s)</b>
<input type="checkbox"/> Medicaid	<i>(Enter the acronym for one or more of SSA’s data exchange systems listed in Attachment 2)</i>
<input type="checkbox"/> Temporary Assistance to Needy Families (TANF)	
<input type="checkbox"/> Supplemental Nutrition Assistance Program (SNAP- formally Food Stamps)	
<input type="checkbox"/> Unemployment Compensation (Federal)	



<input type="checkbox"/> Unemployment Compensation (State)	
<input type="checkbox"/> State Child Support Agency	
<input type="checkbox"/> Low-Income Home Energy Assistance Program (LI-HEAP)	
<input type="checkbox"/> Workers Compensation	
<input type="checkbox"/> Vocational Rehabilitation Services	
<input type="checkbox"/> Foster Care (IV-E)	
<input type="checkbox"/> State Health Insurance Program (S-CHIP)	
<input type="checkbox"/> Women, Infants and Children (W.I.C.)	
<input type="checkbox"/> Medicare Savings Programs (MSP)	
<input type="checkbox"/> Medicare 1144 (Outreach)	
<input type="checkbox"/> <i>Other Federally Funded, State-Administered Programs (List Below)</i>	
<b>Program</b>	<b>SSA Data Exchange System(s)</b>
<b>[NAME OF STATE AGENCY 2 (ACRONYM)]</b>	
<b>Program</b>	<b>SSA Data Exchange System(s)</b>
<input type="checkbox"/> Medicaid	<i>(Enter the acronym for one or more of SSA's data exchange systems listed in Attachment 2)</i>
<input type="checkbox"/> Temporary Assistance to Needy Families (TANF)	
<input type="checkbox"/> Supplemental Nutrition Assistance Program (SNAP- formally Food Stamps)	
<input type="checkbox"/> Unemployment Compensation (Federal)	
<input type="checkbox"/> Unemployment Compensation (State)	
<input type="checkbox"/> State Child Support Agency	
<input type="checkbox"/> Low-Income Home Energy Assistance Program (LI-HEAP)	
<input type="checkbox"/> Workers Compensation	



<input type="checkbox"/> Vocational Rehabilitation Services	
<input type="checkbox"/> Foster Care (IV-E)	
<input type="checkbox"/> State Health Insurance Program (S-CHIP)	
<input type="checkbox"/> Women, Infants and Children (W.I.C.)	
<input type="checkbox"/> Medicare Savings Programs (MSP)	
<input type="checkbox"/> Medicare 1144 (Outreach)	
<input type="checkbox"/> <i>Other Federally Funded, State-Administered Programs (List Below)</i>	
<b>Program</b>	<b>SSA Data Exchange System(s)</b>
<b>[NAME OF STATE AGENCY 3 (ACRONYM)]</b>	
<b>Program</b>	<b>SSA Data Exchange System(s)</b>
<input type="checkbox"/> Medicaid	<i>(Enter the acronym for one or more of SSA's data exchange systems listed in Attachment 2)</i>
<input type="checkbox"/> Temporary Assistance to Needy Families (TANF)	
<input type="checkbox"/> Supplemental Nutrition Assistance Program (SNAP- formally Food Stamps)	
<input type="checkbox"/> Unemployment Compensation (Federal)	
<input type="checkbox"/> Unemployment Compensation (State)	
<input type="checkbox"/> State Child Support Agency	
<input type="checkbox"/> Low-Income Home Energy Assistance Program (LI-HEAP)	
<input type="checkbox"/> Workers Compensation	
<input type="checkbox"/> Vocational Rehabilitation Services	
<input type="checkbox"/> Foster Care (IV-E)	
<input type="checkbox"/> State Health Insurance Program (S-CHIP)	



<input type="checkbox"/> Women, Infants and Children (W.I.C.)	
<input type="checkbox"/> Medicare Savings Programs (MSP)	
<input type="checkbox"/> Medicare 1144 (Outreach)	
<input type="checkbox"/> <i>Other Federally Funded, State-Administered Programs (List Below)</i>	
<b>Program</b>	<b>SSA Data Exchange System(s)</b>

(2) The State will further ensure that its State Agencies 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. In particular, the State will ensure that State Agencies use: (a) 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); and (b) 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. The State also acknowledges that SSA’s citizenship data may be less than 50 percent current. Applicants for SSNs report their citizenship data 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.

**C. PROGRAM QUESTIONNAIRE:** Prior to signing this IEA, each State Agency identified in **Table 1** above will complete and submit to SSA a program questionnaire for each of the federally funded, state-administered programs checked in **Table 1** under that State Agency. SSA will not disclose any data under this IEA until it has received and approved the completed program questionnaire for each of the programs identified in **Table 1** above.



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

**TABLE 2**

STATE AGENCY	TRANSFER OF DATA
[ACRONYM FOR STATE AGENCY 1]	<input type="checkbox"/> Data will be transmitted directly between SSA and the State Agency. (“Direct”) <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: File Transfer Management System (FTMS) 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. <input type="checkbox"/> Data will be transmitted directly between SSA and the Interstate Connection Network (“ICON”). ICON is a wide area telecommunications network connecting state agencies that administer the state unemployment insurance laws. When receiving data through ICON, the State Agency will comply with the “Systems Security Requirements for SSA Web Access to SSA Information Through the ICON,” attached as <b>Attachment 3</b> .
[ACRONYM FOR STATE AGENCY 2]	<input type="checkbox"/> Direct <input type="checkbox"/> STC <input type="checkbox"/> ICON
[ACRONYM FOR STATE AGENCY 3]	<input type="checkbox"/> Direct <input type="checkbox"/> STC <input type="checkbox"/> ICON

**E. SECURITY PROCEDURES:** The State will ensure that State Agencies receiving or accessing SSA data under this IEA comply with limitations on use, treatment, and safeguarding of data under 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 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 will ensure that State Agencies receiving or accessing SSA data under this IEA comply with SSA’s “Information System Security Guidelines for Federal, State and Local Agencies Receiving Electronic Information from the Social Security Administration,” attached as **Attachment 4**. For any tax return data, the State will ensure that State Agencies also comply with the “Tax Information Security Guidelines for Federal, State and Local Agencies,” Publication 1075, published by the Secretary of the Treasury and available at the following Internal Revenue Service (IRS) website: <http://www.irs.gov/pub/irs-pdf/p1075.pdf>. This IRS Publication 1075 is incorporated by reference into this IEA.



**F. CONTRACTOR/AGENT RESPONSIBILITIES:** The State will ensure that State Agencies receiving or accessing SSA data under this IEA restrict access to the data obtained from SSA to only those authorized State employees, contractors, and agents who need such data to perform their official duties in connection with purposes identified in this IEA. At SSA's request, State Agencies will obtain from each of their contractors and agents a current list of the employees of such contractors and agents who have access to SSA data disclosed under this IEA. The State will ensure that State Agencies require their contractors, agents, and all employees of such contractors or agents with authorized access to the SSA data disclosed under this IEA, to comply with the terms and conditions set forth in this IEA, and not to duplicate, disseminate, or disclose such data without obtaining SSA's prior written approval. In addition, the State will ensure that State Agencies comply with the limitations on use, duplication, and redisclosure of SSA data set forth in Section IX. of the CMPPA Agreement, especially with respect to their contractors and agents.

**G. SAFEGUARDING AND REPORTING RESPONSIBILITIES FOR PERSONALLY IDENTIFIABLE INFORMATION ("PII"):**

1. The State will ensure that the employees, contractors, and agents of each State Agency receiving or accessing SSA data under this IEA:
  - a. properly safeguard PII furnished by SSA under this IEA 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 a State Agency or an employee of a State Agency's contractor or agent becomes aware of suspected or actual loss of PII, he or she must immediately contact the State official responsible for Systems Security designated below or his or her delegate. That State 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 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 official or delegate will use the worksheet, attached as **Attachment 5**, to quickly gather and organize information about the incident. The responsible State 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 occurs.
4. If the State, or any of its State Agencies under this IEA, experiences a loss or breach of data, the State 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.

**H. 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**

**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



- I. DURATION:** The effective date of this IEA is \_\_\_\_\_, \_\_\_\_\_. This IEA will remain in effect for as long as: (1) a CMPPA Agreement governing this IEA is in effect between SSA and the State; and (2) the State submits a certification in accordance with Section J. below at least 30 days before the expiration and renewal of such CMPPA Agreement.
- J. CERTIFICATION AND PROGRAM CHANGES:** At least 30 days before the expiration and renewal of the State CMPPA Agreement governing this IEA, the State will certify in writing to SSA that: (1) all State Agencies receiving or accessing SSA data under this IEA are in compliance with the terms and conditions of this IEA; (2) the data exchange processes under this IEA 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, the parties will modify this IEA in accordance with Section K. below and the State Agency proposing such changes will submit for SSA's approval new program questionnaires under Section C. above describing such changes prior to using SSA's data to administer such new or changed program.
- K. MODIFICATION:** Modifications to this IEA must be in writing and agreed to by the parties.
- L. TERMINATION:** The parties may terminate this IEA at any time upon mutual written consent. In addition, either party may unilaterally terminate this IEA 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, or terminate this IEA, if SSA, in its sole discretion, determines that a 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 or the CMPPA Agreement.

- M. INTEGRATION:** This IEA, 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. This IEA shall take precedence over any other document that may be in conflict with it.

#### **ATTACHMENTS**

- 1 – CMPPA Agreement
- 2 – SSA Data Exchange Systems
- 3 – Systems Security Requirements for SSA Web Access to SSA Information Through ICON
- 4 – Information System Security Guidelines for Federal, State and Local Agencies Receiving Electronic Information from the Social Security Administration
- 5 – PII Loss Reporting Worksheet





N. **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.

SOCIAL SECURITY ADMINISTRATION

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

5/13/09  
Date



**O. REGIONAL AND STATE SIGNATURES:**

SOCIAL SECURITY ADMINISTRATION  
REGION [INSERT REGION NUMBER]

\_\_\_\_\_  
[Name]  
Regional Commissioner

\_\_\_\_\_  
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 IEA. 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 IEA on behalf of those State Agencies.

\_\_\_\_\_  
[Name of Signatory]  
[Title]

\_\_\_\_\_  
Date

