

(December 2005)

Privacy Agreement Between Social Security Administration (SSA) and Participating State Agency (PSA) for SSA Access to Online Wage and Unemployment Records through the Interstate Connection Network (ICON)

I. Background and Purpose

The purpose of this agreement is to establish the conditions that allow SSA national access, via single electronic query, to wage and unemployment information from the Participating State Agency (PSA) through the Interstate Connection Network (ICON), and the manner in which SSA will use the information. SSA and the PSA are entering into the agreement for purposes of facilitating SSA's establishment or verification of eligibility and/or payment amounts under certain benefit programs administered by SSA. Establishing or verifying eligibility and/or payment amounts is required under Titles II and XVI of the Social Security Act (the Act). SSA's Office of the Inspector General (OIG) will also use this information for investigation of fraud, waste and abuse in SSA's programs and operations such as: identifying ineligible Social Security recipients; identifying SSN misuse by individuals using an SSN belonging to another individual; by individuals using an SSN under an assumed identity or buying selling, or counterfeiting Social Security cards; and other, similar purposes.

Receipt of wages and unemployment compensation payments benefits paid by States can in some instances affect an individual's eligibility for and/or amount of benefits paid under Title II and Title XVI. SSA will obtain information regarding such matters under this agreement.

The electronic single query access to the records provides SSA with an efficient method of obtaining State records which can facilitate determining benefit entitlement, initial or continuing benefit eligibility, or benefit payment amounts of individuals under Titles II and XVI of the Act, or in the prevention and detection of fraud waste and abuse in SSA's programs and operations. Under single query access, SSA employees will access State records of individuals in order to update files of such individuals. SSA will at no time use records obtained under this agreement to conduct any computerized comparison with SSA records. Hence, this agreement does not involve a "matching program" as defined by the Privacy Act, 5 U.S.C. 552a(a)(8), but it does follow all applicable requirements of the Privacy Act (See 5 U.S.C. 552a.). Since SSA must often obtain the information covered by this agreement, the single query access method implemented under this agreement has the potential to increase program and administrative savings for SSA and the State.

II. Authority

This section identifies programmatic statutory authority governing SSA's usage and treatment of the information provided by the PSA under the terms of this agreement.

SSA will use the query information in accordance with Federal laws and regulations pertaining to prevention and detection of fraud, waste and abuse in SSA's programs and operations, and the entitlement, eligibility or benefit payment amounts of individuals under Title II or Title XVI of the Act. Legal authority for use is found in Title II of the Act (42 U.S.C., 401 et seq.) and Title XVI of the Act, (42 U.S.C. 1382 et seq.) respectively. Additional authority may be found in The Inspector General Act of 1978, as amended, (5 U.S.C. App 3), the Social Security Independence and Program Improvements Act of 1994 (Public Law 103-2960), and section 209 of the Foster Care Independence Act (42 U.S.C. 1306b)– State Data Exchanges. The Department of Labor permits disclosure of the wage and unemployment information to SSA for use in establishing or verifying eligibility or benefit amounts under Titles II and XVI of the Social Security Act (20 CFR part 603).

The following provisions of the Social Security Act provide legal authority for SSA's use and collection of the data provided under this agreement:

Title II:

- section 202 (42 U.S.C. 402) - Old Age and Survivors Insurance Benefit Payments
- section 203 (42 U.S.C. 403) - Reduction of Insurance Benefits
- section 205 (42 U.S.C. 405) - Evidence, Procedure and Certification for Payment
- section 209 (42 U.S.C. 409) - Definition of Wages
- section 210 (42 U.S.C. 410) - Definition of Employment
- section 213 (42 U.S.C. 413) - Quarter and Quarters of Coverage
- section 215 (42 U.S.C. 415) - Computation of Primary Insurance Amount
- section 223 (42 U.S.C. 423) - Disability Insurance Benefits.

Title XVI:

- section 1611 (42 U.S.C. 1382) - Eligibility for and Amount of Benefits
- section 1612 (42 U.S.C. 1382a) – Income
- section 1613 (42 U.S.C. 1382b) - Resources

Title XI:

- section 1106 (42 U.S.C. 1306) - Disclosure of Information in Possession of Agency

III. Definitions

Title II means the title of the Social Security Act concerning Retirement, Survivors and Disability Insurance benefits.

Title XVI means the title of the Social Security Act concerning Supplemental Security Income, a federal program for aged, blind, and disabled individuals with income and resources below certain limits.

(Name of State Agency) means the Department of _____
_____ which is the agency in the State of _____
which will provide the information described in this agreement.

IV. Records To Be Accessed

(Name of State Agency) _____ will allow SSA electronic query access to its wage and unemployment records contained on the ICON network. The Interstate Benefit Inquiry (IBIQ) will provide to SSA the most recent quarterly wage data and weekly unemployment insurance benefit payment data. UI benefit and wage data can be requested from 1 – 5 states at a time. Data is available only from states where SSA has obtained signed agreements.

V. Notice Procedures

SSA notifies all individuals who apply for benefits that any information provided by them is subject to verification, with or without their permission, through matching programs and data exchanges with other agencies. SSA will provide direct notice, in writing, to all individuals or representative payees who apply for benefits at the time of application, or at least once during the life of the information exchange, that their records will be matched against those of other agencies to verify their eligibility or payment amount. SSA also informs those individuals of the Agency's matching activities in its annual cost-of-living allowance notice and through a notice on the annual earnings statement.

VI. Verification and Opportunity to Contest

A. Verification

SSA will verify the identity of the accessed individual and confirm the data accessed on the ICON database. If the individual whose information we accessed is unable to confirm data, SSA will contact the State source agency to confirm the information.

B. Opportunity to Contest

Under the Privacy Act (5 U.S.C. 552a(e)), SSA will not take action to reduce, suspend or terminate an individual's SSI payment or Social Security benefits under Title II based on data obtain from this access operation until:

1. Notice is provided which informs the affected individual of the results of SSA's verification of the data and the opportunity to contest these findings.
2. The affected individual is given until the expiration of any time period established for the relevant benefit program by a statute or regulation for the individual to respond to the notice.

3. The notice clearly states that, unless the individual responds to the notice in the required time period, SSA will determine that the accessed data as provided by the State is correct and will make the necessary adjustment to the individual's payment.

VII. Records Usage, Duplication and Redisclosure

SSA will treat the query information consistent with the requirements of the Social Security Act, the Federal Privacy Act, and applicable regulations. The Privacy Act, in connection with other statutes cited in this agreement, governs SSA's collection, maintenance, use and dissemination of the kinds of personal information obtained by SSA under this agreement. SSA's applicable Privacy Act regulations, at 20 CFR Part 401, establish agency policy and procedures for SSA's collection, maintenance, and use of such records and provide rules SSA must follow in disclosing the information.

SSA will disclose information obtained under this agreement only in a manner consistent with applicable statutes and regulations. SSA discloses certain records for certain limited purposes. Most notably, SSA discloses records, as permitted by applicable statutes and regulations for specific uses in other income and health maintenance programs, e.g., to State and local agencies administering Temporary Assistance to Needy Families (TANF), Medicaid, Unemployment Compensation, Food Stamps. See 5 U.S.C. 552a(b); 20 CFR 401.150 and section 1106 of the Social Security Act, 42 U.S.C. 1306. SSA will use the query information consistent with evidentiary requirements under applicable provisions of the Social Security Act. Under the above-cited provisions, SSA will provide due process to affected persons prior to taking action based on information obtained under the terms of this agreement. The Department of Labor permits disclosure of the wage and unemployment information to SSA for use in establishing or verifying eligibility or benefit amounts under Titles II and XVI of the Social Security Act (20 CFR part 603).

VIII. Safeguards

Access to all data provided by any party under the terms of this agreement will be restricted to those authorized individuals who need the information to perform their official duties in connection with the uses of the information authorized under this agreement. SSA's treatment of records provided by the PSA under this agreement is to be limited to the purposes outlined in this agreement. All SSA personnel having access to records resulting from queries conducted under this agreement will be advised of the confidential nature of the information, the safeguards required to protect the records, and the civil and criminal sanctions for noncompliance contained in the applicable federal laws, including the Privacy Act, and section 1106(a) of the Social Security Act.

System security measures will be implemented that will protect the records in such a way that unauthorized persons cannot retrieve any such records by computer, remote terminal or any other means. SSA has also developed a permission module. The permission module is the mechanism that checks to make sure SSA can access data to

only those SSNs that have a direct business relationship with SSA by verifying that a record has been established via an application process.

IX. Accuracy Assessment

Wage and Unemployment information contained in the ICON network is submitted to DOL by State agencies. DOL estimates that the information contained in the ICON network is at least 99% accurate.

X. Reimbursement

There is no cost to SSA for access to this information.

XI. Duration of Agreement

This agreement will be effective upon the signature of appropriate representatives of all parties to the agreement, and will remain in effect for a period of five years. This agreement may be modified at any time by a written modification to this agreement, which satisfies both parties. The agreement may be terminated at any time with the written consent of both parties. Either party may singly terminate the agreement upon written notice to the other party; in which case, the termination shall be effective 90 days after the date of the notice, or at a later date specified in the termination agreement.

XII. Persons to Contact

A. The SSA contact for questions concerning electronic access:

Name:

Title:

Component:

Telephone:

FAX:

B. The SSA contact for local questions is:

Field Office Manager:

Component:

Telephone:

FAX:

C. The State contact for electronic access is:

Name:

Title:

Component:

Telephone:

FAX:

XIII. Signatures

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this agreement.

THE COMMISSIONER OF SOCIAL SECURITY

BY: _____
Regional Commissioner

DATE

THE _____(PSA)

STATE OF _____

BY: _____

TITLE : _____

DATE: _____