

(April 07)

Privacy Agreement Between Social Security Administration (SSA) and Participating State Agency (PSA) for SSA Access to Specified State Records Online

I. Background and Purpose

The purpose of this agreement is to identify information the Participating State Agency (PSA) will provide to SSA via single electronic query access, and the manner in which SSA will use the information. SSA and the PSA are entering into the agreement for purposes of facilitating SSA in the assignment of Social Security numbers, establishment or verification of eligibility and or payment amounts under certain benefit programs administered by SSA, as such establishment and verification is required under Titles II and XVI of the Social Security Act (The Act). SSA's 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.

Certain State records can facilitate eligibility or payment decisions under Titles II and XVI. Birth, marriage, death, and divorce records can help resolve some of the most basic eligibility and payment questions under the Act and in the assignment of Social Security numbers or in the prevention and detection of fraud waste and abuse in SSA's programs and operations. Receipt of wages can in some instances affect an individual's eligibility for and/or amount of benefits, as can the receipt of unemployment compensation payments, workers' compensation payments, or other types of benefits paid by States. SSA will obtain information regarding such matters under this agreement. The specific information SSA will obtain from the PSA is listed in Article IV of this agreement.

The electronic single query access to the records provides SSA with an efficient method of obtaining State records which are necessary to determine the benefit entitlement, initial or continuing benefit eligibility or benefit payment amounts of individuals under Title II or Title XVI of the Act and in the assignment of Social Security numbers 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. 552 a(a)(8), but it does follow all applicable requirements of the Privacy Act (See 5 U.S.C. 552 a.). 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, the assignment of Social Security numbers 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 following provisions of the Social Security Act provide legal authority for 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 214 (42 U.S.C. 414) - Insured Status for Purposes of Old-Age and Survivors Insurance Benefits
- section 215 (42 U.S.C. 415) - Computation of Primary Insurance Amount
- section 216 (42 U.S.C. 416) - Other Definitions (Relationship)
- 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 Public Assistance 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 Public Assistance Agency) _____ will provide SSA electronic query access to (name of State database) _____ which contains (names of State administered program) _____ records. Please list the specific data elements to which SSA will have access here, or reference a separate attachment listing those data elements.

V. Record 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. 552 a (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.

VI. Safeguards (Please select the section that applies to the type of state connection. Section A for IBM connections and Section B for Internet connections.)

Section A:

SSA will provide the State Systems Security Officer or the comparable official in the PSA with the appropriate information regarding SSA personnel who need direct access to the PSA data bases identified in this agreement, the equipment to be used by those employees, and the SSA-administered programs in which records provided by the PSA under this agreement will be used.

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.

The PSA will immediately notify SSA's System Security Officer or the appropriate regional contact of any breaches of systems security or systems changes that would affect the completeness or accuracy of information provided to SSA.

The PSA will use any personal identifying information obtained from SSA for purposes of implementing this agreement, e.g., name, social security number (SSN), solely for the purpose of registering SSA employees for online access to State records. Under the terms of this agreement between SSA and the PSA (Name of PSA) _____ agrees to safeguard all information submitted regarding employees of SSA as part of the States' computer access registration requirements. All SSA employee information collected in fulfillment of the registration requirements will be protected in accordance with applicable Federal, State and/or local privacy statutes and regulations. Misuse of the collected information may lead to the termination of this agreement.

SSA employees must enter a State-supplied personal identification number when accessing data on the State system. Authorization is limited to those electronic records required by the duties/responsibilities of the SSA employee.

Section B:

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.

Both SSA and (name of state agency) agree to comply with the requirements of the Federal Information Security Management Act (FISMA) (Pub. L. 107-347, Title III, section 301) as it applies to the electronic storage, transport of records between agencies, and the internal processing of records received by either agency under terms of this agreement.

The PSA will immediately notify SSA's System Security Officer or the appropriate regional contact of any breaches of systems security or systems changes that would affect the completeness or accuracy of information provided to SSA.

SSA will provide the authentication process (PINS and passwords for SSA employees) via the I-main application. I-Main provides centralized authentication and access control (authorization) for individual SSA users and will link them to the display screens of the SASRO application. Authorization is limited to those electronic records required by the duties/responsibilities of the SSA employee.

All information will be encrypted via 128-bit SSL or IPSEC VPN when traversing the Internet.

VII. Reimbursement

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

VIII. 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 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.

IX. 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:

X. 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: _____