

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

- A. PURPOSE:** The purpose of this Reimbursable Information Exchange Agreement (“RIEA”) 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 the state-funded, state-administered benefit programs identified in this RIEA, and the terms and conditions under which the State Agency will reimburse SSA for the data. By entering into this RIEA, the State Agency agrees to: (1) comply with the terms and conditions set forth in this RIEA governing the State Agency’s use of the data disclosed from SSA’s Privacy Act System of Records, including the privacy protection provisions set forth in **Attachment 1**; and (2) reimburse SSA in accordance with Section E of this RIEA.
- B. LEGAL AUTHORITY:** SSA’s authority to enter into this RIEA is Section 1106 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 from SSA under this RIEA 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; (b) each Privacy Act Systems of Record (SOR) under which the data is protected and used in administration of the identified program; and (c) each SSA data exchange system which the State Agency is requesting in order to administer the identified program. The list of SSA’s SORs is attached as **Attachment 2** and SSA’s data exchange systems is attached as **Attachment 3**. [Note to DEC: If this is a customized data exchange, meaning we are not exchanging all the data elements found in one of the data exchange systems, insert the following sentence and attach a list of data elements as Attachment 6.] The list of data elements involved in any customized data exchange system(s) identified below is attached as **Attachment 6**.

TABLE 1

STATE-FUNDED BENEFIT PROGRAMS		
Program	Applicable SSA System of Records (SOR)	SSA Data Exchange System(s)
<i>(Enter name of program)</i>	<i>(Enter one or more specific SOR(s) from the list of SORs in Attachment 2)</i>	<i>(Enter the acronym for one or more of SSA’s data exchange systems listed in Attachment 3)</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 that 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 RIEA, 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 RIEA until it has received and approved the completed program questionnaire for each of the programs identified in **Table 1** above.

E. FUNDING: The State Agency will make an advance payment equal to 100 percent of SSA’s estimated costs for each fiscal year. At the end of each fiscal year, the State Agency will receive a refund of any unused advance balance. Interest will not be paid by SSA on the unused advance balance. If the full cost of the services provided by SSA exceeds the estimated costs, SSA will bill the State Agency, and the State Agency agrees to pay, the full costs of the services notwithstanding the estimated costs. SSA will monitor total expenses throughout the duration of the RIEA and will cease providing the services under this RIEA when the cumulative costs of all services already provided equals the estimated cost of services identified in the RIEA (see attached Form 1235 for the applicable fiscal year). The Federal Claims Collection Act and 45 C.F.R. § 30 require that SSA charge interest, administrative costs, and penalties if debts are not paid within 30 days from the mailing of a first notice. The interest charge will be at a rate developed by the United States Treasury for the most recent 3 month period and applied against the overdue payment for each 30 day period or portion thereof that the payment is delayed.

F. TRANSFER OF DATA: SSA will transmit the data to the State Agency under this RIEA 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 <u>[Name of STC Agency/Vendor]</u> (State Transmission/Transfer Component (“STC”)) by <u>[method of transfer: File Transfer Management System (FTMS) or other]</u> , 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. DATA SECURITY AND SAFEGUARDS:



- 1. 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 4**.

- 2. 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 RIEA. 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 RIEA. 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 RIEA, to comply with the terms and conditions set forth in this RIEA, 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.

- 3. Safeguarding and Reporting Responsibilities for Personally Identifiable Information (“PII”):**
 - a. The State Agency will ensure that its employees, contractors, and agents receiving or accessing SSA data under this RIEA:
 - i. properly safeguard PII furnished by SSA under this RIEA from loss, theft or inadvertent disclosure;
 - ii. understand that they are responsible for safeguarding this information at all times, regardless of whether or not they are at their regular duty stations;
 - iii. ensure that laptops and other electronic devices/media containing PII are encrypted and/or password protected;
 - iv. send emails containing PII only if encrypted or if to and from addresses that are secure; and
 - v. limit disclosure of the information and details relating to a PII loss only to those with a need to know.

 - b. 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



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

- I. DURATION:** The base period of performance of this RIEA is _____, 2010 to September 30, 2010 (FY 2010). The parties may renew this RIEA for four (4) successive one year periods (option years) that coincide with the federal fiscal year (1st option year 10/1/10 - 9/30/11 (FY 2011); 2nd option year 10/1/11 - 9/30/12 (FY 2012); 3rd option year 10/1/12 - 9/30/13 (FY 2013); 4th option year 10/1/13 - 9/30/14 (FY 2014)). The parties may exercise the option years by executing a Form SSA-1235 manifesting their agreement to renew this RIEA on or before the start of each option year. The terms and conditions set forth in this RIEA will remain in effect during the option years unless those terms and conditions are modified by the Form SSA-1235 or by other written modification signed by the parties.

This RIEA does not authorize SSA to incur obligations through the performance of the services described herein. Performance of such services is authorized only by execution of Form SSA-1235. Moreover, SSA may incur obligations by performing services under a reimbursable agreement only on a fiscal year basis. Accordingly, attached to, and made a part of this RIEA, is an executed Form SSA-1235 that provides the authorization for SSA to perform services under this RIEA in FY 2010. SSA's ability to perform work for fiscal years beyond FY 2010 is subject to the availability of funds.

- J. MODIFICATION:** Modifications to this RIEA must be in writing and agreed to by the parties. If there are substantive changes in any of the programs or data exchange processes listed in this RIEA, the parties will modify this RIEA in accordance with this Section 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. Parties may modify the amount of estimated costs by executing a revised Form SSA-1235.
- K. TERMINATION:** The parties may terminate this RIEA at any time upon mutual written consent. In addition, either party may unilaterally terminate this RIEA 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. If the State Agency terminates the RIEA, SSA is authorized to collect costs incurred prior to the effective date of termination plus any termination costs.



SSA may immediately and unilaterally suspend the data flow under this RIEA, or terminate this RIEA, 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; and (2) violated or failed to follow the terms and conditions of this RIEA, including its funding obligations under section E of this RIEA.

L. DISCLAIMERS:

1. SSA is not liable for any damages or loss resulting from errors in information provided to the State Agency under this RIEA. Furthermore, SSA is not liable for damages or loss resulting from the destruction of any materials or data provided by the State Agency. All information furnished to the State Agency will be subject to the limitations and qualifications, if any, transmitted with such information. If, because of any such error, loss, or destruction attributable to SSA, the services must be re-performed by SSA, the additional cost thereof will be treated as a part of the full costs incurred in compiling and furnishing such information and will be paid by the State Agency.
2. The delivery by SSA of the services described herein and the timeliness of said delivery are authorized only to the extent that they are consistent with proper performance of the official duties and obligations of SSA and the relative importance of these services to other official duties and obligations of SSA. If for any reason SSA delays or fails to provide the services, or discontinues the services or any part thereof, SSA is not liable for any damages or loss resulting from such delay or for any such failure or discontinuance.

M. INTEGRATION: This RIEA, the accompanying Form SSA-1235, and all attachments, constitute the entire agreement of the parties with respect to its subject matter. There have been no representations, warranties, or promises made outside of this RIEA. This RIEA shall take precedence over any other document that may be in conflict with it.

ATTACHMENTS

- 1 – Privacy Protection Provisions
- 2 – List of SSA Privacy Act Systems of Records
- 3 – SSA Data Exchange Systems
- 4 – Information System Security Guidelines for Federal, State and Local Agencies Receiving Electronic Information from the Social Security Administration
- 5 – PII Loss Reporting Worksheet
- 6 -- List of Data Elements in Customized Data Exchange



N. AUTHORIZED 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 RIEA.

SOCIAL SECURITY ADMINISTRATION
REGION **[INSERT REGION NUMBER]**

[Name]
Regional Commissioner

Date

[NAME OF STATE AGENCY]

[Name of Signatory]
[Title]

Date

