

INFORMATION EXCHANGE AGREEMENT
between the
SOCIAL SECURITY ADMINISTRATION
and the
[STATE AGENCY NAME]
OF **[STATE NAME]**
for
Interstate Benefit Inquiry (IBIQ)
Through the Interstate Connection Network (ICON)

Effective: [DATE]
Expires: [DATE]
SSA Agreement #66003

I. Purpose

This information exchange agreement (agreement) establishes the terms, conditions, and safeguards under which the Social Security Administration (SSA) will access, via single electronic query, wage and unemployment information of the **[Name of State Agency]** of **[State Name]** (State Agency) through the Interstate Connection Network (ICON).

SSA will use the information to establish and verify eligibility and payment amounts under certain benefit programs administered by SSA, as required under Titles II and XVI of the Social Security Act (Act). Receipt of wages and unemployment compensation payment benefits paid by States may affect an individual's eligibility for or amount of benefits paid under Titles II and XVI of the Act.

SSA's Office of the Inspector General (OIG) will also use this information to investigate fraud, waste, and abuse in SSA's programs and operations, including but not limited to identifying:

- ineligible Social Security recipients;
- Social Security number (SSN) misuse by individuals using an SSN belonging to another individual; and
- individuals using an SSN under an assumed identity or buying, selling, or counterfeiting SSNs.

II. Legal Authority

The United States Department of Labor (DOL) permits disclosure of the wage and unemployment information to SSA for use in establishing or verifying eligibility for or benefit amounts under Titles II and XVI of the Act (20 C.F.R. Part 603).

SSA's legal authority to obtain State information to administer Titles II and XVI of the Act is the following:

1. Section 224(h)(2) of the Act (42 U.S.C. § 424a(h)(2)) provides authority for SSA to enter into agreements with the States, political subdivisions, and other organizations that administer a law or plan subject to the provisions of this section, in order to obtain such information as SSA may require to carry out the provisions of Title II of the Act.
2. Section 1137(a)(4)(B) of the Act (42 U.S.C. § 1320b-7(a)(4)(B)) provides that State Agencies administering programs covered by section 1137 of the Act shall provide information “in establishing or verifying eligibility or benefits amounts under titles II and XVI of the Act.”
3. 20 C.F.R. § 603.22(a) provides that a State unemployment compensation agency must disclose to SSA wage information and claim information for the purpose of establishing or verifying eligibility or benefit amounts under titles II and XVI of the Act.
4. Section 1631(e)(1)(B) of the Act (42 U.S.C. § 1383(e)(1)(B)) provides that SSA shall request and utilize any information which may be available from a State system to verify relevant information provided under Title XVI of the Act.
5. 42 U.S.C. § 1306b provides that whenever SSA requests information from a State for the purpose of ascertaining an individual’s eligibility for benefits (or the correct amount of such benefits) under Titles II and XVI of the Act, the standards promulgated pursuant to 42 U.S.C. § 1306 or any other Federal law for the use, safeguarding, and disclosure of information are deemed to meet any standards of the State that would otherwise apply to the disclosure of information by the State to SSA.

SSA’s access to data under this agreement does not constitute a matching program as defined by the Privacy Act, 5 U.S.C. § 552a, but are accessed in accordance with the applicable requirements and other relevant provisions of the Privacy Act.

III. Responsibilities of Parties

A. SSA Responsibilities

1. SSA will access the State Agency information only for the purposes stated in this agreement.
2. SSA will contact the individual to verify the matching results prior to taking any adverse action affecting payments on the record of such individual.

B. State Agency Responsibilities

The State Agency will provide SSA single electronic query access to the most recent quarterly wage and weekly unemployment insurance benefit payment information contained on ICON.

IV. Description of Records

The State Agency maintains wage and unemployment information in ICON for submissions to DOL. Under this agreement, SSA will have access to the following State Agency records through ICON:

- most recent quarterly wage information; and
- weekly unemployment insurance benefit payment information.

V. Notice Procedures

SSA notifies all individuals who apply for benefits that any information they provide is subject to verification, with or without their permission, through information 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 this agreement, 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 information exchange activities in its annual cost-of-living allowance notice and through a notice on the Social Security Statement.

VI. Verification Procedures and Opportunities to Contest

A. Verification Procedures

SSA will not take adverse action against an individual based solely on information that SSA obtains under this agreement. SSA will contact the beneficiary/recipient to verify the matching results in accordance with the requirements of the Privacy Act.

B. Opportunity to Contest

Before taking any adverse action based on the information received under this agreement, SSA will provide the identified beneficiary/recipient with the following information:

1. SSA received information from the State Agency that indicates that an adverse action affecting the individual's payment is necessary.
2. The effective date of any adjustment or overpayment that may result.
3. The individual has 30 days to contest any adverse decision for Title II, or to submit evidence before any adverse decision for Title XVI.
4. If the individual does not respond to contest the proposed adverse action for Title II or submit evidence for Title XVI in the required 30-day time period, SSA will conclude that the information provided by the State Agency is correct, and will make the necessary adjustment to the individual's payment.

VII. Records Usage, Duplication, and Redislosure Restrictions

- A. SSA will adhere to the following limitations on the use, duplication, and disclosure of the information provided by the State Agency under this agreement:
1. SSA will use and access the information only for the purposes described in this agreement. SSA will treat the query information consistent with the requirements of the Act, the Privacy Act, and applicable regulations. SSA's Privacy Act regulations, at 20 C.F.R. Part 401, establish SSA's policy and procedures for the collection, maintenance, use, and dissemination of information described in this agreement.
 2. SSA will not extract information concerning individuals involved in this information exchange for any purpose not specified by this agreement.
 3. SSA will disclose information obtained under this agreement only in a manner consistent with applicable statutes and regulations.
 4. SSA will use the query information consistent with evidentiary requirements under applicable provisions of the Act.
- B. The State Agency will not retain information provided by SSA under this agreement beyond what is necessary to complete SSA's information request. SSA information is not incorporated into the State Agency's recordkeeping, is not used by the State Agency for any purpose other than to provide information to SSA under this agreement, and is not considered State Agency records.

The State Agency can maintain an audit log of SSA requests on an as-needed basis. The State Agency can use the audit log only for audit purposes of the State Agency system and may not use it for any other purpose. The State Agency must destroy the audit log in accordance with State data retention policies.

VIII. Security Procedures

A. Applicable Standards

SSA will comply with the requirements of the Federal Information Security Management Act (FISMA), 44 U.S.C. Chapter 35, Subchapter II, as amended by the Federal Information Security Modernization Act of 2014 (Pub. L. 113-283); related Office of Management and Budget circulars and memoranda, such as Circular A-130, *Managing Information as a Strategic Resource* (July 28, 2016) and Memorandum M-17-12, *Preparing for and Responding to a Breach of Personally Identifiable Information* (January 3, 2017); National Institute of Standards and Technology (NIST) directives; and the Federal Acquisition Regulations, including any applicable amendments published after the effective date of this agreement. These laws, directives, and regulations include requirements for safeguarding Federal information

systems and personally identifiable information (PII) used in Federal agency business processes, as well as related reporting requirements. SSA recognizes, and will implement, the laws, regulations, NIST standards, and OMB directives including those published subsequent to the effective date of this agreement.

The State Agency will comply with the requirements of FISMA as it applies to the electronic storage and transport of records between agencies, and the internal processing of records received by either agency under the terms of this agreement.

B. Administrative Safeguards

SSA will restrict access to the information matched and to any data created by the match to only those users (e.g., employees, contactors, etc.) who need it to perform their official duties in connection with the uses authorized in this agreement. The State Agency will restrict access to information obtained from SSA under this agreement to only those State Agency employees who need it to perform their official duties. Further, SSA and the State Agency will advise all personnel who have access to the information of the confidential nature of the data, the safeguards required to protect the data, and the civil and criminal sanctions for noncompliance contained in the applicable Federal laws.

SSA shall verify that each of its authorized employees and officials to be granted access under this agreement have completed an *SSA Rules of Behavior for Users and Managers of SSA's Automated Information Resources*, as amended from time-to-time (“SSA Rules of Behavior”) articulating rules of access prior to accessing data authorized in this agreement. The grant of access to State Agency information to SSA, and SSA employees, is deemed an information resource within the SSA Rules of Behavior. Further, all personnel who will have access to the information and to any data created by the information will be advised of, and receive Privacy Act training on the confidential nature of the data, the safeguards required to protect the data, and the civil and criminal sanctions for noncompliance contained in the applicable Federal laws. The training will be provided to all personnel prior to receiving access, and at least annually thereafter.

C. Physical Safeguards

SSA will store the information in an area that is physically and technologically secure from access by unauthorized persons at all times (e.g., door locks, card keys, biometric identifiers, etc.). Only authorized personnel will transport the information. SSA will establish appropriate safeguards for such data, as determined by a risk-based assessment of the circumstances involved.

D. Technical Safeguards

SSA will process the information under the immediate supervision and control of authorized personnel in a manner that will protect the confidentiality of the data, so

that unauthorized persons cannot retrieve any data by computer, remote terminal, or other means. SSA will strictly limit authorization to those electronic data areas necessary for the authorized analyst to perform his or her official duties.

E. Notification of Systems Breach or Changes

The State Agency will immediately notify SSA's Regional Office Contact of any breaches of systems security or systems changes that would affect the completeness or accuracy of information provided to SSA.

SSA will immediately notify the State Agency's contact of any breaches of systems security or systems changes affecting the confidentiality of information provided to SSA.

IX. Controlled Unclassified Information (CUI) Requirements

Pursuant to 32 C.F.R. § 2002.16(a)(6), the State Agency must handle any CUI in accordance with Executive Order 13556, 32 C.F.R. Part 2002, and the CUI Registry. Under this agreement, CUI includes any information that the State Agency obtains concerning SSA employees and any information SSA submits to query the State Agency's system. The State Agency acknowledges that misuse of CUI is subject to penalties established in applicable law, regulations, or Government-wide policies. The State Agency will report any non-compliance with handling requirements to SSA using methods approved by SSA.

X. Reimbursement

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

XI. Duration, Modification, and Termination of Agreement

A. Duration

The effective date of this agreement is [DATE]. This agreement will remain in effect for a period of five (5) years and will expire on [DATE], unless terminated earlier.

B. Modification

The parties may modify this agreement at any time by a written modification, agreed to by both parties.

C. Termination

The parties may terminate this agreement at any time upon mutual written consent. Either party may unilaterally terminate this agreement upon 90 days advance written

notice to the other party requesting termination. Such unilateral termination will be effective 90 days after the date of the notice or at a later date specified in the notice.

XII. Persons to Contact

A. SSA Contacts:

Regional Office Contact

[Name], [Title]
[Component]
Social Security Administration
[Mailing Address-Building Name]
[Street Address]
[City], [State] [Zip code]
Telephone:
Fax:
Email:

Local Office Contact

[Field Office Manager's Name], Field Office Manager
Social Security Administration
[Mailing Address-Building Name]
[Street Address]
[City], [State] [Zip code]
Telephone:
Fax:
Email:

B. State Agency Contacts:

Electronic Access

[Name], [Title]
[Component]
[Mailing Address]
Telephone:
Fax:
Email:

XIII. Integration

This agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all other information exchange agreements between the parties that pertain to SSA access through ICON to the State Agency's wage and unemployment information for the purposes stated in this agreement. There have been no representations, warranties, or promises made outside of this agreement. This agreement will take precedence over any other documents that may be in conflict with it.

XIV. 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 agreement.

The signatories may sign this document electronically by using an approved electronic signature process. Each signatory electronically signing this document agrees that his/her electronic signature has the same legal validity and effect as his/her handwritten signature on the document, and that it has the same meaning as his/her handwritten signature.

SOCIAL SECURITY ADMINISTRATION
REGION [REGION NUMBER]

_____ Date _____
[Name of Signatory]
Regional Commissioner

[NAME OF STATE AGENCY] of [STATE NAME]

_____ Date _____
[Name of Signatory]
[Signatory's Title]