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

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- A. PURPOSE:** The purpose of this Reimbursable Information Exchange Agreement (“RIEA”) is to establish the 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 Systems of Records (SOR), 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 SOR under which the data is protected and used in administration of the identified program; and (c) each SSA data exchange system that the State Agency is requesting in order to administer the identified program. The list of SSA’s SORs is attached as **Attachment 1** and SSA’s data exchange systems is attached as **Attachment 2**. [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 at the end of the paragraph above and attach a list of data elements as Attachment 5: “The list of data elements involved in any customized data exchange system(s) identified below is attached as **Attachment 5**.” If a customized data exchange is not applicable, delete this highlighted section.]

**TABLE 1**

<b>STATE-FUNDED BENEFIT PROGRAMS</b>		
<b>Program</b>	<b>Applicable SSA System of Records (SOR)</b>	<b>SSA Data Exchange System(s)</b>
<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 administering the specific program for which access to that data exchange system is provided. The Privacy Act protects SSA’s data exchange systems, 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. DATA EXCHANGE REQUEST FORM (DXRF), FORM SSA-157:** Prior to signing this RIEA, the State Agency will complete and submit to SSA a Form SSA-157 DXRF 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 DXRF for each of the programs identified in **Table 1** above.

**E. REIMBURSEMENT:** The State Agency will make an advance payment equal to 100 percent of SSA’s estimated costs for each fiscal year (FY). At the end of each FY, the State Agency will receive a refund of any unused advance balance. SSA will not pay interest on the unused advance balance. If the full cost of the services that SSA provides exceeds the estimated costs, SSA will bill the State Agency, and the State Agency will 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 SSA-1235 for the applicable FY). This RIEA does not authorize SSA to incur obligations through the performance of the services described herein. The parties must execute a Form SSA-1235 in order to authorize performance of services under this RIEA. Moreover, SSA may incur obligations to perform services under a reimbursable agreement only on a FY 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 2021.

**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**

<b>TRANSFER OF DATA</b>	
<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 <b>[Name of STC Agency/Vendor]</b> (State Transmission/Transfer Component (“STC”)) by <b>[method of transfer: File Transfer Management System (FTMS) or other]</b> , 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:** SSA and 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 (FISMA) (44 U.S.C. § 3541, et seq.), as amended by the Federal Information Security Modernization Act of 2014 (Pub. L. 113-283) 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 “Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration,” attached as **Attachment 3**.

SSA has the right to monitor the State Agency’s compliance with FISMA, the terms of this RIEA and to make onsite inspections of the State Agency for purposes of auditing compliance, if necessary, during the lifetime of this RIEA and so long as the State Agency maintains SSA data. This right includes onsite inspection of any entity that receives SSA information from the State Agency under the terms of this RIEA, if SSA determines it is necessary.

- 2. 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. 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.
- 3. State Agency’s Responsibilities:** The State Agency will not direct individuals to SSA field offices to obtain data that the State Agency is authorized to receive under this RIEA in accordance with Table 1. Where disparities exist between individual-supplied data and SSA’s data, the State Agency will take the following steps before referring the individual to an SSA field office:
  - Check its records to be sure that the data of the original submission has not changed (e.g., last name recently changed);
  - Contact the individual to verify the data submitted is accurate; and,
  - Consult with the SSA Regional Office Contact to discuss options before advising individuals to contact SSA for resolution. The Regional Office Contact will inform the State Agency of the current protocol through which the individual should contact SSA, i.e., visiting the field office, calling the national network service number, or creating an online account via *my* Social Security.



4. **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 these 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.

5. **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 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 National Network Service Center ("NNSC") at 1-877-697-4889 to report the actual or suspected loss. The responsible State Agency official or delegate will use the worksheet, attached as **Attachment 4**, to quickly gather and organize information about the incident. The responsible State Agency official or delegate must provide to SSA timely updates as any additional information about the loss of PII becomes available.
  
- c. 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 RIEA occurs.

- d. If the State Agency experiences a loss or breach of data, the State Agency will determine whether 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

**Data Exchange Issues:**

Donald Scott  
Office of Privacy and Disclosure  
Office of the General Counsel  
G-401 West High Rise  
6401 Security Boulevard  
Baltimore, MD 21235  
Phone: (410) 965-8850  
Email: [Donald.Scott@ssa.gov](mailto:Donald.Scott@ssa.gov)

**Program and Policy Issues:**

Michael Wilkins, State Liaison Program  
Manager  
Office of Retirement and Disability Policy  
Office of Data Exchange, Policy Publications,  
and International Negotiations  
Office of Data Exchange and International  
Agreements  
3609 Annex Building  
6401 Security Boulevard  
Baltimore, MD 21235  
Phone: (410) 966-4965  
Email: [Michael.Wilkins@ssa.gov](mailto:Michael.Wilkins@ssa.gov)

**Systems Security Issues:**

Jennifer Rutz  
Director  
Office of Information Security  
Division of Compliance and Oversight  
Suite 3383 Perimeter East Building  
6201 Security Boulevard  
Baltimore, MD 21235  
Phone: (410) 966-8253  
Email: [Jennifer.Rutz@ssa.gov](mailto:Jennifer.Rutz@ssa.gov)

**Systems Issues:**

Angil Escobar, Branch Chief  
Office of IT Programmatic Business Support  
Data Exchange and Verification Branch  
Office of Systems  
3-E-2-F Robert M. Ball Building  
6401 Security Boulevard  
Baltimore, MD 21235  
Phone: (410) 965-7213  
Email: [Angil.Escobar@ssa.gov](mailto:Angil.Escobar@ssa.gov)



**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 October 1, 2020 to September 30, 2021 (FY 2021). The parties may renew this RIEA for four (4) successive one year periods (option years) that coincide with the federal FY (1<sup>st</sup> option year 10/1/21 - 9/30/22 (FY 2022); 2<sup>nd</sup> option year 10/1/22 - 9/30/23 (FY 2023); 3<sup>rd</sup> option year 10/1/23 - 9/30/24 (FY 2024); 4<sup>th</sup> option year 10/1/24 - 9/30/25 (FY 2025). 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.
- 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 DXRFs 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.

Notwithstanding the above, all provisions in Section G as to data security and safeguards shall remain in effect for all data SSA provides to the State Agency under this RIEA for as long as the State Agency retains such information.



## **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 error, loss, or destruction attributable to SSA, SSA must re-perform the services under this RIEA, SSA will treat the resulting additional cost as a part of SSA's full costs for compiling and furnishing the information to be paid by the State Agency.
2. SSA's delivery of services under this RIEA 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 all or part of the services, SSA is not liable for any damages or loss resulting from this delay 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 – SSA Data Exchange Systems
- 3 – Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration
- 4 – PII Loss Reporting Worksheet
- 5 -- List of Data Elements in Customized Data Exchange [if applicable, per the DEC note in Section C; otherwise, delete this attachment]



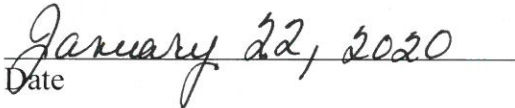
**N. AUTHORIZED SIGNATURES:** The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this RIEA.

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



Mary Ann Zimmerman  
Deputy Executive Director  
Office of Privacy and Disclosure  
Office of the General Counsel

  
Date

SOCIAL SECURITY ADMINISTRATION  
REGION [INSERT REGION NUMBER]

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

\_\_\_\_\_  
Date

[NAME OF STATE AGENCY]

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

\_\_\_\_\_  
Date

