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COMPUTER MATCHING AND PRIVACY PROTECTION ACT  
AGREEMENT BETWEEN  
THE SOCIAL SECURITY ADMINISTRATION  
AND THE STATE OF NEW YORK  
OFFICE OF MENTAL HEALTH



**TABLE OF CONTENTS**

**I. Purpose and Legal Authority.....3**

**II. Scope.....4**

**III. Justification and Expected Results.....5**

**IV. Record Description .....5**

**V. Notice and Opportunity to Contest Procedures.....6**

**VI. Records Accuracy Assessment and Verification Procedures.....7**

**VII. Disposition and Records Retention of Matched Items .....8**

**VIII. Security Procedures .....8**

**IX. Records Usage, Duplication, and Redisclosure Restrictions.....9**

**X. Comptroller General Access .....10**

**XI. Duration, Modification, and Termination of the Agreement .....10**

**XII. Reimbursement .....11**

**XIII. Disclaimer .....11**

**XIV. Points of Contact.....12**

**XV. SSA Authorized Signature and Data Integrity Board Approval.....14**

**XVI. Regional and State Signatures .....15**

## I. Purpose and Legal Authority

### A. Purpose

This Computer Matching and Privacy Protection Act ("CMPPA") Agreement between the Social Security Administration ("SSA") and the **OFFICE OF MENTAL HEALTH OF NEW YORK** ("State Agency"), sets forth the terms and conditions governing disclosures of records, information, or data (herein "data") made by SSA to the State Agency that administers federally funded benefit programs under various provisions of the Social Security Act ("Act"), such as Section 1137 (42 U.S.C. §§ 1320b-7), including the state-funded state supplementary payment programs under Title XVI of the Act. The terms and conditions of this CMPPA Agreement ensure that SSA makes such disclosures of data, and the State Agency uses such disclosed data, in accordance with the requirements of the Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a.

Under Section 1137 of the Act, the State Agency is required to use an income and eligibility verification system to administer specified federally funded benefit programs, including the state-funded state supplementary payment programs under Title XVI of the Act. To assist the State Agency in determining entitlement to and eligibility for benefits under those programs, as well as other federally funded benefit programs, SSA discloses certain data about applicants of state benefits from SSA Privacy Act Systems of Records ("SORs") and verifies the Social Security numbers ("SSN") of the applicants.

### B. Legal Authority

SSA's authority to disclose data and the State Agency's authority to collect, maintain, and use data protected under SSA SORs for specified purposes is:

- Sections 1137, 453, and 1106(b) of the Act (42 U.S.C. §§ 1320b-7, 653, and 1306(b)) (income and eligibility verification data);
- 26 U.S.C. § 6103(l)(7) and (8) (tax return data);
- Section 202(x)(3)(B)(iv) of the Act (42 U.S.C. § 401(x)(3)(B)(iv)) (prisoner data);
- Section 205(r)(3) of the Act (42, U.S.C. § 405(r)(3)) and the Intelligence Reform and Terrorism Prevention Act of 2004, Pub. L. 108-458, § 7213(a)(2) (death data);
- Sections 402, 412, 421, and 435 of Pub. L. 104-193 (8 U.S.C. §§ 1612, 1622, 1631, and 1645) (quarters of coverage data);
- Children's Health Insurance Program Reauthorization Act of 2009, Pub. L. 111-3 (citizenship data); and
- Routine use exception to the Privacy Act, 5 U.S.C. § 552a(b)(3) (data necessary to administer other programs compatible with SSA programs).

This CMPPA Agreement further carries out Section 1106(a) of the Act (42 U.S.C. § 1306), the regulations promulgated pursuant to that section (20 C.F.R. Part 401), the Privacy Act of 1974 (5 U.S.C. 552a), as amended by the Computer Matching and Privacy Protection Act of 1988, related Office of Management and Budget ("OMB") guidelines, the Federal Information Security Management Act of 2002 ("FISMA") (44 U.S.C. § 3541, et seq.), and related National Institute of Standards and Technology ("NIST") guidelines, which provide the requirements that the State Agency must follow with regard to use, treatment, and safeguarding of data.

## II. Scope

- A. The State Agency will comply with the terms and conditions of this CMPPA Agreement and the Privacy Act, as amended by the Computer Matching and Privacy Protection Act.
- B. The State Agency will execute one or more Information Exchange Agreements ("IEAs") with SSA, documenting additional terms and conditions applicable to those specific data exchanges, including the particular benefit programs administered by the State Agency, the data elements that will be disclosed, and the data protection requirements implemented to assist the State Agency in the administration of those programs.
- C. The State Agency will use the SSA data governed by this CMPPA Agreement to determine entitlement and eligibility of individuals for one or more of the following programs:
  1. Temporary Assistance to Needy Families ("TANF") program under Part A of Title IV of the Act;
  2. Medicaid provided under a State plan approved under Title XIX of the Act;
  3. State Children's Health Insurance Program ("CHIP") under Title XXI of the Act, as amended by the Children's Health Insurance Program Reauthorization Act of 2009;
  4. Food Stamp Program ("SNAP") under the Food Stamp Act of 1977 (7 U.S.C. § 2011, et seq.);
  5. Women, Infants and Children Program ("WIC") under the Child Nutrition Act of 1966 (42 U.S.C. § 1771, et seq.);
  6. Medicare Savings Program ("MSP") under 42 U.S.C. § 1320b-14;
  7. Unemployment Compensation programs provided under a state law described in Section 3304 of the Internal Revenue Code of 1954;
  8. Low Income Heating and Energy Assistance ("LIHEAP" or home energy grants) program under 42 U.S.C. § 8621;
  9. State-administered supplementary payments of the type described in Section 1616(a) of the Act;
  10. Programs under a plan approved under Titles I, X, XIV or XVI of the Act;
  11. Foster Care and Adoption Assistance under Title IV of the Act;

12. Child Support Enforcement programs under Section 453 of the Act (42 U.S.C. § 653);
13. Other applicable federally funded programs administered by the State Agency under Titles I, IV, X, XIV, XVI, XVIII, XIX, XX and XXI of the Act; and
14. Any other federally funded programs administered by the State Agency and are compatible with SSA's programs.

- D. The State Agency will use SSA data disclosed for the specific purpose of administering a particular federally funded benefit program only to administer that program.

### III. Justification and Expected Results

#### A. Justification

This CMPPA Agreement and related data exchanges with the State Agency are necessary for SSA to assist the State Agency in its administration of federally funded benefit programs by providing the data required to accurately determine entitlement and eligibility of individuals for benefits provided under these programs. SSA uses computer technology to transfer the data because it is more economical, efficient, and faster than using manual processes.

#### B. Expected Results

The State Agency will use the data provided by SSA to improve public service and program efficiency and integrity. The use of SSA data expedites the application process and ensures that benefits are awarded only to applicants that satisfy the State Agency's program criteria. A cost-benefit analysis for the exchange made under this CMPPA Agreement is not required in accordance with the determination by the SSA Data Integrity Board ("DIB") to waive such analysis pursuant to 5 U.S.C. § 552a(u)(4)(B).

### IV. Record Description

#### A. Systems of Records

SSA SORs used for purposes of the subject data exchanges include:

- 60-0058 -- Master Files of SSN Holders and SSN Applications (accessible through EVS, SVES, or Quarters of Coverage Query data systems);
- 60-0059 -- Earnings Recording and Self-Employment Income System (accessible through BENDEX, SVES or Quarters of Coverage Query data systems);
- 60-0090 -- Master Beneficiary Record (accessible through BENDEX or SVES data systems);

- 60-0103 -- Supplemental Security Income Record (SSR) and Special Veterans Benefits (SVB) (accessible through SDX or SVES data systems);
- 60-0269 -- Prisoner Update Processing System (PUPS) (accessible through SVES or Prisoner Query data systems).
- 60-0321 -- Medicare Database File

The State Agency will only use the tax return data contained in **SOR 60-0059** (Earnings Recording and Self-Employment Income System) in accordance with 26 U.S.C. § 6103.

#### B. Data Elements

Data elements disclosed in computer matching governed by this CMPPA Agreement are Personally Identifiable Information ("PII") from specified SSA SORs, including names, SSNs, addresses, amounts, and other information related to SSA benefits, and earnings information. Specific listings of data elements are available at:

<http://www.ssa.gov/qix/>

#### C. Number of Records Involved

The number of records for each program covered under this CMPPA Agreement is equal to the number of Title II, Title XVI, or Title XVIII recipients resident in the State as recorded in SSA's Annual Statistical Supplement found on Internet at:

<http://www.ssa.gov/policy/docs/statcomps/>

This number will fluctuate during the term of this CMPPA Agreement, corresponding to the number of Title II, Title XVI, and Title XVIII recipients added to or deleted from SSA databases during the term of this CMPPA Agreement.

### V. Notice and Opportunity to Contest Procedures

#### A. Notice to Applicants

The State Agency will notify all individuals who apply for federally funded, state-administered benefits under the Act that any data they provide is subject to verification through computer matching with SSA. The State Agency and SSA will provide such notice through appropriate language printed on application forms or separate handouts.

## B. Notice to Beneficiaries/Recipients/Annuitants

The State Agency will provide notice to beneficiaries, recipients, and annuitants under the programs covered by this CMPPA Agreement informing them of ongoing computer matching with SSA. SSA will provide such notice through publication in the Federal Register and periodic mailings to all beneficiaries, recipients, and annuitants describing SSA's matching activities.

## C. Opportunity to Contest

The State Agency will not terminate, suspend, reduce, deny, or take other adverse action against an applicant for or recipient of federally funded state-administered benefits based on data disclosed by SSA from its SORs until the individual is notified in writing of the potential adverse action and provided an opportunity to contest the planned action. "Adverse action" means any action that results in a termination, suspension, reduction, or final denial of eligibility, payment, or benefit. Such notices will:

1. Inform the individual of the match findings and the opportunity to contest these findings;
2. Give the individual until the expiration of any time period established for the relevant program by a statute or regulation for the individual to respond to the notice. If no such time period is established by a statute or regulation for the program, a 30-day period will be provided. The time period begins on the date on which notice is mailed or otherwise provided to the individual to respond; and
3. Clearly state that, unless the individual responds to the notice in the required time period, the State Agency will conclude that the SSA data is correct and will effectuate the threatened action or otherwise make the necessary adjustment to the individual's benefit or entitlement.

## VI. Records Accuracy Assessment and Verification Procedures

The State Agency may use SSA's benefit data without independent verification. SSA has independently assessed the accuracy of its benefits data to be more than 99% accurate when they are created.

Prisoner and death data, some of which is not independently verified by SSA, does not have the same degree of accuracy as SSA's benefit data. Therefore, the State Agency must independently verify this data through applicable State verification procedures and the notice and opportunity to contest procedures specified in Section V. of this CMPPA Agreement before taking any adverse action against any individual.

SSA's citizenship data may be less than 50 percent current. Applicants for SSNs report their citizenship status at the time they apply for their SSNs. There is no obligation for an individual to report to SSA a change in his or her immigration status until he or she files a claim for benefits.

#### **VII. Disposition and Records Retention of Matched Items**

- A. The State Agency will retain all data received from SSA to administer programs governed by this CMPPA Agreement only for the required processing times for the applicable federally funded benefit programs and will then destroy all such data.
- B. The State Agency may retain SSA data in hardcopy to meet evidentiary requirements, provided that they retire such data in accordance with applicable state laws governing the State Agency's retention of records.
- C. The State Agency may use any accretions, deletions, or changes to the SSA data governed by this CMPPA Agreement to update their master files of federally funded state-administered benefit program applicants and recipients, which will be retained in accordance with applicable state laws governing the State Agency's retention of records.
- D. The State Agency may not create separate files or records comprised solely of the data provided by SSA to administer programs governed by this CMPPA Agreement.
- E. SSA will delete electronic data input files received from the State Agency after it processes the applicable match. SSA will retire its data in accordance with the Federal Records Retention Schedule (44 U.S.C. § 3303a).

#### **VIII. Security Procedures**

The State Agency will comply with the security and safeguarding requirements of the Privacy Act, as amended by the Computer Matching and Privacy Protection Act, related OMB guidelines, the Federal Information Security Management Act of 2002, and related NIST guidelines. In addition, the State Agency will have in place administrative, technical, and physical safeguards for the matched data and results of such matches. Additional administrative, technical, and physical security requirements governing all data SSA provides electronically to the State Agency, including specific guidance on safeguarding and reporting responsibilities for PII, are set forth in the IEAs.



**IX. Records Usage, Duplication, and Redisclosure Restrictions**

- A. The State Agency will use and access SSA data and the records created using that data only for the purpose of verifying eligibility for the specific federally funded benefit programs identified in the IEA.
- B. The State Agency will comply with the following limitations on use, duplication, and redisclosure of SSA data:
  1. The State Agency will not use or redisclose the data disclosed by SSA for any purpose other than to determine eligibility for, or the amount of, benefits under the state-administered income/health maintenance programs identified in this CMPPA Agreement.
  2. The State Agency will not use the data disclosed by SSA to extract information concerning individuals who are neither applicants for, nor recipients of, benefits under the state-administered income/health maintenance program identified in this CMPPA Agreement.
  3. The State Agency will use the **tax return data** disclosed by SSA only to determine individual eligibility for, or the amount of, assistance under a state plan pursuant to Section 1137 programs and child support enforcement programs in accordance with 26 U.S.C. § 6103(1)(8). Contractors and agents acting on behalf of the State Agency will only have access to tax return data where specifically authorized by 26 U.S.C. § 6103.
  4. The State Agency will use the **citizenship status data** disclosed by SSA under the Children's Health Insurance Program Reauthorization Act of 2009, Pub. L. 111-3, only for the purpose of determining entitlement to Medicaid and CHIP program for new applicants.
  5. The State Agency will restrict access to the data disclosed by SSA to only those authorized State employees, contractors, and agents who need such data to perform their official duties in connection with the purposes identified in this CMPPA Agreement.
  6. The State Agency will enter into a written agreement with each of its contractors and agents who need SSA data to perform their official duties whereby such contractor or agent agrees to abide by all relevant federal laws, restrictions on access, use, and disclosure, and security requirements in this CMPPA Agreement. The State Agency will provide its contractors and agents with copies of this CMPPA Agreement, related IEAs, and all related attachments before initial disclosure of SSA data to such contractors and agents. Prior to signing this CMPPA Agreement, and thereafter at SSA's request, the State Agency will obtain from its contractors and agents a current

list of the employees of such contractors and agents with access to SSA data and provide such lists to SSA.

7. The State Agency's employees, contractors, and agents who access, use, or disclose SSA data in a manner or purpose not authorized by this CMPPA Agreement may be subject to civil and criminal sanctions pursuant to applicable federal statutes.
- C. The State Agency will not duplicate in a separate file or disseminate, without prior written permission from SSA, the data governed by this CMPPA Agreement for any purpose other than to determine entitlement or eligibility to federally funded benefits. The State Agency proposing the redisclosure must specify in writing to SSA what data is being disclosed, to whom, and the reasons that justify the redisclosure. SSA will not give permission for such redisclosure unless the redisclosure is required by law or essential to the conduct of the matching program and authorized under a routine use.

#### **X. Comptroller General Access**

The Comptroller General (the Government Accountability Office) may have access to all records of the State Agency that the Comptroller General deems necessary to monitor and verify compliance with this CMPPA Agreement in accordance with 5 U.S.C. § 552a(o)(1)(K).

#### **XI. Duration, Modification, and Termination of the Agreement**

##### **A. Duration**

1. This CMPPA Agreement is effective from January 1, 2010 ("Effective Date") through June 30, 2011 ("Expiration Date").
2. In accordance with the CMPPA, SSA will: (a) publish a Computer Matching Notice in the Federal Register at least 30 days prior to the Effective Date; (b) send required notices to the Congressional committees of jurisdiction under 5 U.S.C. § 552a(o)(2)(A)(i) at least 40 days prior to the Effective Date; and (c) send the required report to the OMB at least 40 days prior to the Effective Date.
3. Within 3 months prior the Expiration Date, the SSA DIB may, without additional review, renew this CMPPA Agreement for a period not to exceed 12 months, pursuant to 5 U.S.C. § 552a(o)(2)(D), if:
  - the applicable data exchange will continue without any change; and
  - SSA and the State Agency certify to the DIB in writing that the applicable data exchange has been conducted in compliance with this CMPPA Agreement.

4. If either SSA or the State Agency does not wish to renew this CMPPA Agreement, it must notify the other party of its intent not to renew at least 3 months prior to the Expiration Date.

**B. Modification**

Any modification to this CMPPA Agreement must be in writing, signed by both parties and approved by the SSA DIB.

**C. Termination**

The parties may terminate this CMPPA Agreement at any time upon mutual written consent of both parties. Either party may unilaterally terminate this CMPPA Agreement 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.

SSA may immediately and unilaterally suspend the data flow or terminate this CMPPA Agreement if SSA determines, in its sole discretion, that the State Agency has violated or failed to comply with this CMPPA Agreement.

**XII. Reimbursement**

In accordance with Section 1106(b) of the Social Security Act, the Commissioner of SSA has determined not to charge the State Agency the costs of furnishing the electronic data from the SSA SORs under this CMPPA Agreement.

**XIII. Disclaimer**

SSA is not liable for any damages or loss resulting from errors in the data provided to the State Agency under any IEAs governed by this CMPPA Agreement. Furthermore, SSA is not liable for any damages or loss resulting from the destruction of any materials or data provided by the State Agency.

**XIV. Points of Contact****A. SSA Point of Contact****Regional Office**

Bob Ievers  
Project Manager  
Center for Automation  
100 West Church Street  
Elmira, New York 14901  
Phone (607) 733-4206  
Fax: (607) 734-6829  
Email: [Bob.Ievers@ssa.gov](mailto:Bob.Ievers@ssa.gov)

Naomi Diamond (SDX and BENDEX questions; Agreement questions)  
Regional Programs Expert  
Center for Programs Support  
26 Federal Plaza, Room 4060K  
New York, New York 10278  
Phone (212) 264-4009  
Fax: (212) 264-2071  
Email: [Naomi.Diamond@ssa.gov](mailto:Naomi.Diamond@ssa.gov)

Ed Conta (BENDEX questions)  
Regional Programs Expert  
Center for Programs Support  
26 Federal Plaza, Room 4060K  
New York, New York 10278  
Phone (212) 264-1416  
Fax: (212) 264-2071  
Email: [Ed.Conta@ssa.gov](mailto:Ed.Conta@ssa.gov)

**B. State Agency Point of Contact**

Maureen M. Frazier (Primary/Signatory)  
Director, Patient Resources  
NYS Office of Mental Health  
State Operated Finance Group  
44 Holland Avenue, 1<sup>st</sup> Floor  
Albany, NY 12229  
Phone: (518) 473-8234/Fax: (518) 473-2448  
Email: [cofgmmf@omh.state.ny.us](mailto:cofgmmf@omh.state.ny.us)

Stephanie A. Wollman (Secondary/Operational Questions)  
Resource & Reimbursement Agent 3  
NYS Office of Mental Health  
State Operated Finance Group  
44 Holland Avenue, 1<sup>st</sup> Floor  
Albany, NY 12229  
Phone: (518) 473-8234/Fax: (518) 473-2448  
Email: [cofgsaw@omh.state.ny.us](mailto:cofgsaw@omh.state.ny.us)

John Carroll (Legal)  
House Counsel  
NYS Office of Mental Health  
Office of Counsel  
44 Holland Avenue, 8<sup>th</sup> Floor  
Albany, NY 12229  
Phone: (518) 474-1331  
Fax: (518) 473-7863  
Email: [colejbc@omh.state.ny.us](mailto:colejbc@omh.state.ny.us)

**XV. SSA Authorized Signature and Data Integrity Board Approval**

The signatory below warrant and represent that he or she has the competent authority on behalf of SSA to enter into the obligations set forth in this CMPPA Agreement.

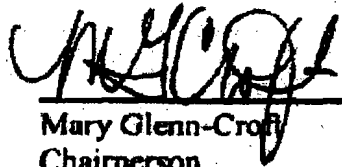
**SOCIAL SECURITY ADMINISTRATION**



**Michael G. Gallagher**  
**Assistant Deputy Commissioner**  
**for Budget, Finance and Management**

5/4/2009  
Date

I certify that the SSA Data Integrity Board approved this CMPPA Agreement.

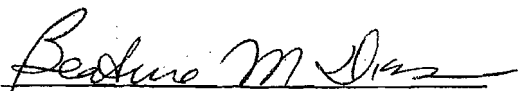


**Mary Glenn-Croft**  
**Chairperson**  
**SSA Data Integrity Board**

5/13/09  
Date

**XVI.  
Regional and State Signatures**

**SOCIAL SECURITY ADMINISTRATION**

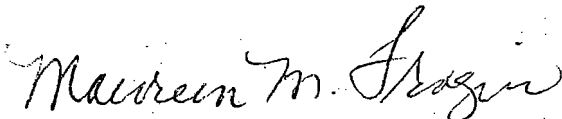


Beatrice M. Disman  
Regional Commissioner  
New York Region

10/7/09  
Date

**OFFICE OF MENTAL HEALTH OF  
NEW YORK**

The signatory below warrant and represent that he or she has the competent authority on behalf of the State Agency to enter into the obligations set forth in this CMPPA Agreement.



Maureen M. Frazier  
Director, Patient Resources

9/30/09  
Date

*Copies:  
Martha  
Rob  
Maureen  
Stephanie  
John Carroll*

**INFORMATION EXCHANGE AGREEMENT  
BETWEEN  
THE SOCIAL SECURITY ADMINISTRATION (SSA)  
AND THE STATE OF NEW YORK  
OFFICE OF MENTAL HEALTH**

**A. PURPOSE:** The purpose of this Information Exchange Agreement ("IEA") is to establish terms, conditions, and safeguards under which SSA will disclose to the Office of Mental Health of the State of New York (State Agency) certain information, records, or data (herein "data") to assist the State Agency in administering certain federally funded state-administered benefit programs (including state-funded state supplementary payment programs under Title XVI of the Social Security Act) identified in this IEA. By entering into this IEA, the State Agency agrees to comply with:

- the terms and conditions set forth in the Computer Matching and Privacy Protection Act Agreement ("CMPPA Agreement") attached as **Attachment 1**, governing the State Agency's use of the data disclosed from SSA's Privacy Act System of Records; and
- all other terms and conditions set forth in this IEA.

**B. PROGRAMS AND DATA EXCHANGE SYSTEMS:** (1) The State Agency will use the data received or accessed from SSA under this IEA for the purpose of administering the federally funded, state-administered programs identified in **Table 1** below. In **Table 1**, the State Agency has identified: (a) each federally funded, state-administered program that it administers; and (b) each SSA data exchange system to which the State Agency needs access in order to administer the identified program. The list of SSA's data exchange systems is attached as **Attachment 2**:

**TABLE 1**

Program	SSA Data Exchange System(s)
<input checked="" type="checkbox"/> Medicaid	SOLQ, SDX, BENDEX, SVES
<input type="checkbox"/> Temporary Assistance to Needy Families (TANF)	
<input checked="" type="checkbox"/> Supplemental Nutrition Assistance Program (SNAP- formerly Food Stamps)	SOLQ, SDX, BENDEX, SVES
<input type="checkbox"/> Unemployment Compensation (Federal)	
<input type="checkbox"/> Unemployment Compensation (State)	
<input type="checkbox"/> State Child Support Agency	
<input type="checkbox"/> Low-Income Home Energy Assistance Program (LI-HEAP)	
<input type="checkbox"/> Workers Compensation	
<input type="checkbox"/> Vocational Rehabilitation Services	





<input type="checkbox"/> Foster Care (IV-E)	
<input type="checkbox"/> State Health Insurance Program (S-CHIP)	
<input type="checkbox"/> Women, Infants and Children (W.I.C.)	
<input checked="" type="checkbox"/> Medicare Savings Programs (MSP)	SOLQ, SDX, BENDEX, SVES
<input type="checkbox"/> Medicare 1144 (Outreach)	
<input type="checkbox"/> Other Federally Funded, State-Administered Programs (List Below)	
Program	SSA Data Exchange System(s)

(2) The State Agency will use each identified data exchange system *only* for the purpose of administering the specific program for which access to the 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. In particular, the State Agency will use: (a) the **tax return data** disclosed by SSA only to determine individual eligibility for, or the amount of, assistance under a state plan pursuant to Section 1137 programs and child support enforcement programs in accordance with 26 U.S.C. § 6103(1)(8); and (b) the **citizenship status data** disclosed by SSA under the Children's Health Insurance Program Reauthorization Act of 2009, Pub. L. 111-3, only for the purpose of determining entitlement to Medicaid and CHIP program for new applicants. The State Agency also acknowledges that SSA's citizenship data may be less than 50 percent current. Applicants for SSNs report their citizenship data at the time they apply for their SSNs; there is no obligation for an individual to report to SSA a change in his or her immigration status until he or she files a claim for benefits.

**C. PROGRAM QUESTIONNAIRE:** Prior to signing this IEA, the State Agency will complete and submit to SSA a program questionnaire for each of the federally funded, state-administered programs checked in **Table 1** above. SSA will not disclose any data under this IEA until it has received and approved the completed program questionnaire for each of the programs identified in **Table 1** above.



**D. TRANSFER OF DATA:** SSA will transmit the data to the State Agency under this IEA using the data transmission method identified in **Table 2** below:

**TABLE 2**

<p><input type="checkbox"/> Data will be transmitted directly between SSA and the State Agency.</p> <p><input checked="" type="checkbox"/> Data will be transmitted directly between SSA and NYS Office of Temporary and Disability Assistance (State Transmission/Transfer Component ("STC")) by File Transfer Management System (FTMS), 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.</p> <p><input type="checkbox"/> Data will be transmitted directly between SSA and the Interstate Connection Network ("ICON"). ICON is a wide area telecommunications network connecting state agencies that administer the state unemployment insurance laws. When receiving data through ICON, the State Agency will comply with the "Systems Security Requirements for SSA Web Access to SSA Information Through the ICON," attached as <b>Attachment 3</b>.</p>
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**E. 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), as amended by the Computer Matching and Privacy Protection Act of 1988, 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 "Information System Security Guidelines for Federal, State and Local Agencies Receiving Electronic Information from the Social Security Administration," attached as **Attachment 4**. For any tax return data, the State Agency will also comply with the "Tax Information Security Guidelines for Federal, State and Local Agencies," Publication 1075, published by the Secretary of the Treasury and available at the following Internal Revenue Service (IRS) website: <http://www.irs.gov/pub/irs-pdf/p1075.pdf>. This IRS Publication 1075 is incorporated by reference into this IEA.

**F. CONTRACTOR/AGENT RESPONSIBILITIES:** The State Agency will restrict access to the data obtained from SSA to only those authorized State employees, contractors, and agents who need such data to perform their official duties in connection with purposes identified in this IEA. At SSA's request, the State Agency will obtain from each of its contractors and agents a current list of the employees of its contractors and agents who have access to SSA data disclosed under this IEA. 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 IEA, to comply with the terms and conditions set forth in this IEA, 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 set forth in Section IX. of the CMPPA Agreement, especially with respect to its contractors and agents.



**G. SAFEGUARDING AND REPORTING RESPONSIBILITIES FOR PERSONALLY IDENTIFIABLE INFORMATION ("PII"):**

1. The State Agency will ensure that its employees, contractors, and agents:
  - a. properly safeguard PII furnished by SSA under this IEA from loss, theft or inadvertent disclosure;
  - b. understand that they are responsible for safeguarding this information at all times, regardless of whether or not the State employee, contractor, or agent is at his or her regular duty station;
  - c. ensure that laptops and other electronic devices/media containing PII are encrypted and/or password protected;
  - d. send emails containing PII only if encrypted or if to and from addresses that are secure; and
  - e. limit disclosure of the information and details relating to a PII loss only to those with a need to know.
  
2. 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 Network Customer Service Center ("NCSC") at 410-965-7777 or toll free at 1-888-772-6661 to report the actual or suspected loss. The responsible State Agency official or delegate will use the worksheet, attached as **Attachment 5**, 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.
  
3. 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 IEA occurs.
  
4. If the State Agency experiences a loss or breach of data, it will determine whether or not 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:

Bob levers  
Project Manager  
Center for Automation  
100 West Church Street  
Elmira, New York 14901  
Phone (607) 733-4206  
Fax: (607) 734-6829  
Email: [Bob.levers@ssa.gov](mailto:Bob.levers@ssa.gov)

#### Data Exchange Issues:

Guy Fortson  
Office of Electronic Information Exchange  
GD10 East High Rise  
6401 Security Boulevard  
Baltimore, MD 21235  
Phone: (410) 597-1103  
Fax: (410) 597-0841  
Email: [guy.fortson@ssa.gov](mailto:guy.fortson@ssa.gov)

Naomi Diamond (SDX and BENDEX  
questions; Agreement questions)  
Regional Programs Expert  
Center for Programs Support  
26 Federal Plaza, Room 4060K  
New York, New York 10278  
Phone (212) 264-4009  
Fax: (212) 264-2071  
Email: [Naomi.Diamond@ssa.gov](mailto:Naomi.Diamond@ssa.gov)

Ed Conta (BENDEX questions)  
Regional Programs Expert  
Center for Programs Support  
26 Federal Plaza, Room 4060K  
New York, New York 10278  
Phone (212) 264-1416  
Fax: (212) 264-2071  
Email: [Ed.Conta@ssa.gov](mailto:Ed.Conta@ssa.gov)

#### Systems Issues:

Pamela Riley  
Office of Earnings, Enumeration &  
Administrative Systems  
DIVES/Data Exchange Branch  
6401 Security Boulevard  
Baltimore, MD 21235  
Phone: (410) 965-7993  
Fax: (410) 966-3147  
Email: [Pamela.Riley@ssa.gov](mailto:Pamela.Riley@ssa.gov)

#### Systems Security Issues:

Michael G. Johnson  
Director  
Office of Electronic Information Exchange Office  
of Strategic Services  
6401 Security Boulevard  
Baltimore, MD 21235  
Phone: (410) 965-0266  
Fax: (410) 966-0527  
Email: [Michael.G.Johnson@ssa.gov](mailto:Michael.G.Johnson@ssa.gov)



## **FOR STATE AGENCY**

### **Agreement Issues/Security Issues:**

Maureen M. Frazier  
Director, Patient Resources  
NYS Office of Mental Health  
State Operated Finance Group  
44 Holland Avenue, 1<sup>st</sup> Floor  
Albany, NY 12229  
Phone: (518) 473-8234/Fax: (518) 473-2448  
Email: [cofgmmf@omh.state.ny.us](mailto:cofgmmf@omh.state.ny.us)

### **Legal Issues:**

John Carroll  
House Counsel  
NYS Office of Mental Health  
Office of Counsel  
44 Holland Avenue, 8<sup>th</sup> Floor  
Albany, NY 12229  
Phone: (518) 474-1331  
Fax: (518) 473-7863  
Email: [colejbc@omh.state.ny.us](mailto:colejbc@omh.state.ny.us)

### **Data Usage/Operational Issues:**

Stephanie A. Wollman  
Resource & Reimbursement Agent 3  
NYS Office of Mental Health  
State Operated Finance Group  
44 Holland Avenue, 1<sup>st</sup> Floor  
Albany, NY 12229  
Phone: (518) 473-8234/Fax: (518) 473-2448  
Email: [cofgsaw@omh.state.ny.us](mailto:cofgsaw@omh.state.ny.us)

- I. DURATION:** The effective date of this IEA is January 1, 2010. This IEA will remain in effect for as long as: (1) a CMPPA Agreement governing this IEA is in effect between SSA and the State or the State Agency; and (2) the State Agency submits a certification in accordance with Section J. below at least 30 days before the expiration and renewal of such CMPPA Agreement.
- J. CERTIFICATION AND PROGRAM CHANGES:** At least 30 days before the expiration and renewal of the State CMPPA Agreement governing this IEA, the State Agency will certify in writing to SSA that: (1) it is in compliance with the terms and conditions of this IEA; (2) the data exchange processes under this IEA have been and will be conducted without change; and (3) it will, upon SSA's request, provide audit reports or other documents that demonstrate review and oversight activities. If there are substantive changes in any of the programs or data exchange processes listed in this IEA, the parties will modify the IEA in accordance with Section K. below and the State Agency will submit for SSA's approval new program questionnaires under Section C. above describing such changes prior to using SSA's data to administer such new or changed program.
- K. MODIFICATION:** Modifications to this IEA must be in writing and agreed to by the parties.
- L. TERMINATION:** The parties may terminate this IEA at any time upon mutual written consent. In addition, either party may unilaterally terminate this IEA 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.

SSA may immediately and unilaterally suspend the data flow under this IEA, or terminate this IEA, 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; or (2) violated or failed to follow the terms and conditions of this IEA or the CMPPA Agreement.

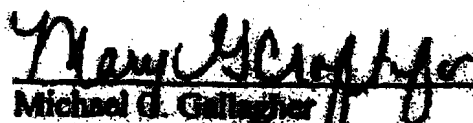
**M. INTEGRATION:** This IEA, including all attachments, constitutes the entire agreement between the parties with respect to its subject matter. There have been no representations, warranties, or promises made outside of this IEA. This IEA shall take precedence over any other document that may be in conflict with it.


**ATTACHMENTS**

- 1 - CMPPA Agreement
- 2 - SSA Data Exchange Systems
- 3 - Systems Security Requirements for SSA Web Access to SSA Information Through ICON
- 4 - Information System Security Guidelines for Federal, State and Local Agencies Receiving Electronic Information from the Social Security Administration
- 5 - PII Loss Reporting Worksheet

**N. SSA AUTHORIZED SIGNATURE:** The signatory below warrants and represents that he or she has the competent authority on behalf of SSA to enter into the obligations set forth in this IEA.

**SOCIAL SECURITY ADMINISTRATION**

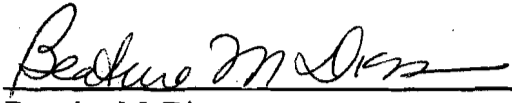
  
\_\_\_\_\_  
**Michael G. Gallagher**  
**Assistant Deputy Commissioner**  
**for Budget, Finance and Management**

  
\_\_\_\_\_  
**Date**



**O. REGIONAL AND STATE AGENCY SIGNATURES:**

**SOCIAL SECURITY ADMINISTRATION  
REGION II**

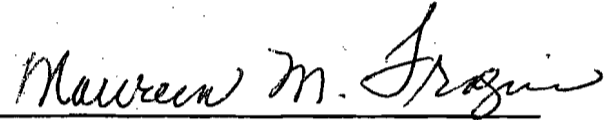


Beatrice M. Disman  
Regional Commissioner

10/7/09  
Date

**OFFICE OF MENTAL HEALTH OF NEW YORK**

The signatory below warrants and represents that he or she has the competent authority on behalf of the State Agency to enter into the obligations set forth in this IEA.



Maureen M. Frazier  
Director, Patient Resources

9/24/09  
Date

