

**Department of Workforce Development (DWD)
Interdivisional Data Sharing and Systems Access Agreement**

Between the:

PFE Case Management

**Administrative Services Division (ASD)
Workforce Excellence (DWE)
Economic Support (DES)
Unemployment Insurance (DUI)
Vocational Rehabilitation (DVR)**

I. PURPOSE OF THE AGREEMENT:

The purpose of this agreement is to establish the terms and conditions under which the parties will provide access to data and information systems in order to implement the automated case management system for job seekers under the Partnership for Full Employment (PFE).

The purpose of the PFE Job Seekers Automated Case Management System is to provide information to case managers in job centers that increases their knowledge of the range of services a participant is receiving and to improve the overall service delivery system.

The data shall be used:

1. To improve service planning by reducing the duplication of services;
2. To improve communication among case managers;
3. To increase the quality of services provided to job seekers through Wisconsin's Job Center system.
4. To verify the employment and unemployment insurance status of Job Center applicants and recipients to verify their eligibility for programs administered through job centers.
5. To determine, based on fraud investigations, whether criminal or civil prosecution should be conducted in the event that applicant(s) or recipient(s) received benefits to which they are not entitled.
6. For evaluation studies of DWE, DES and DVR program effectiveness and cost benefits.

Data provided under the terms of this agreement shall be used only as described in this section of this agreement.

II. TERM:

This agreement shall be effective upon signatures of all parties to the agreement. It shall remain in effect for a period of two years from the date of the signatures unless the parties agree to suspend it sooner.

III. DEFINITIONS:

- A. ASD is the division that provides overall administrative support to all of the program divisions with the Department. In this role, ASD is the division responsible for the implementation and maintenance of Information Technology (IT) systems for all program divisions in the Department.
- B. DWE is the program division that is responsible for implementation and administration of the Partnership for Full Employment. DWE also administers programs identified under III. J.1. and 2. of this agreement.
- C. DES is the program division that is responsible for the administration of programs under the Temporary Assistance for Needy Families Act and programs identified under III.J.3.6.7.8. and 9. of this agreement.
- D. DUI is the program division responsible for the administration and enforcement of programs under Wisconsin's Unemployment Insurance Law as identified under III. J.4. of this agreement.
- E. DVR is the program division responsible for administration of programs under the Vocational Rehabilitation Act and programs identified under III.J.5 of this agreement.
- F. OITC means the Office of Information Technology Coordination which is the organizational unit responsible for coordinating data sharing agreements for the Department.
- G. Partnership for Full Employment is the service delivery model used to deliver the services available through the program divisions and partner agencies in job centers throughout the state.
- H. Partner Agencies include any employment and training or related service providers including but not limited to technical colleges, W2 providers, mental health agencies, alcohol and drug abuse agencies, private industry councils, community based organizations and other agencies that have entered into financial or non-financial agreement(s) to provide or coordinate services through one or more of Wisconsin's Job Centers. Partner agencies must agree to follow the necessary

confidentiality, access and cost provisions set forth in this agreement to obtain access to the case management system.

- I. Job Centers include any location(s), designated by DWE as a Job Center, where integrated employment and training services are provided to job seekers and employers.

- J. Integrated Employment and Training Services shall include services authorized under the following federal and state programs as established by the following Acts and including any and all accompanying state or federal rules, regulations, policies and procedures relating to the implementation of said Acts:
 - 1. The federal Job Training Partnership Act, 29 U.S. Code 1501.
 - 2. The federal Wagner-Peyser Act of 1933. 29 U.S. Code 49.
 - 3. The federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.
 - 4. Wisconsin's Unemployment Insurance law CH. 108 of Wisconsin Statutes as approved under Sec. 3304 of the Internal Revenue Code of 1954 (26 U.S.C 3304).
 - 5. Rehabilitation Act of 1973, USCS 701 and s. 47 Wisconsin Stats.
 - 6. The following programs approved under Title I, IV-a, IV-f, X, XIV and XVI of the Social Security Act of 1935, as amended:
 - a) The Low Income Heating Energy Assistance Program (LIHEAP)
 - b) At-Risk Child Care
 - 7. Child Support Program established under Title IV-D of the Social Security Act.
 - 8. The Food Stamp Program and the Food Stamp Employment and Training Program under the Food Stamp Act of 1977, 7 U.S. Code 2011.
 - 9. Wisconsin Works, secs. 49.141 to 49.141 Wis. Stats.

- K. Core Team shall be made up of representatives from each of the PFE Program Divisions, ASD/BITS and local job center representatives. The Core team shall be responsible for developing and implementing policies and procedures in relation to the PFE Job Seekers Case Management System project as cited in Section IV of this agreement.

- L. Participating System means any of the following information systems operated by program divisions:
 - 1. The Wisconsin Information Management System (WIMS)
 - 2. Job Service Information System (JSIS)
 - 3. Client Assistance for Reemployment Economic Support (CARES)
 - 4. Unemployment Insurance Information Reporting System (UIIRS)
 - 5. New Hire Information System (New Hire)
 - 6. Caseload Management System (CLMS)

7. Kids Integrated Data System (KIDS)
8. Child Care Payment System (CCPS/CARES) a CARES sub-system.
9. Low Income Housing Energy Assistance Program (LIHEAP)

IV. ROLES AND RESPONSIBILITIES:

The roles and responsibilities of the parties to the agreement for conducting activities related to the case management system shall be as specified below. The list is meant to serve as guidance and should not be considered to be inclusive of all activities that need to be conducted in implementing the project.

Activity	Lead Division/Bureau/Office
1. Develop, disseminate policies and procedures for accessing the Case Management system.	Core Team Develops for review by ASD/BITS and the DUI.
2. Maintain a list of Job Center and other staff (users) authorized to access the system.	Requests for access come through appropriate program divisions and are forwarded to BITS who could generate a master list as needed.
3. Serve as primary contact with program divisions on technical (hardware, software) issues related to the system. This would include tracking required changes to legacy systems and determining their effect on the CM system.	ASD/BITS
4. Provide technical assistance to Job Center staff (users) with questions about the system. (Help desk like function.)	DWD/ASD/Service Desk
5. Work with program division security officers and data sharing coordinators to maintain appropriate security policy and procedures. (Update procedures as needed.)	ASD/BITS with Core Team and DUI Input
6. Investigate access, confidentiality and security violations.	Program Division Security Officers in contact with ASD officers.
7. Develop and oversee a system to inform Job Center staff of changes to policies and procedures regarding access, confidentiality and security procedures.	Core Team Develops for review by ASD/BITS and DUI.
8. Develop and maintain a system to inform job seekers that data in the participating systems will be shared through the Case Management System.	Core Team to verify if Divisions are using the Department's data sharing statement in printed and electronic formats.

9. Develop and maintain data sharing agreements with Departments and Divisions outside of DWD.	Core team in coordination with OITC.
10. Coordinate on-site monitoring efforts with Job Center Bureau.	Program divisions will be responsible for conducting this in accordance with their own internal monitoring procedures.
11. Coordinate Core Team and Guidance Team activities. (Schedule and conduct meetings, provide updates, etc.)	DWE
12. Provide training on the system to Job Center staff on how to use the system.	Core Team with Technical Assist from ASD.

V. SYSTEMS TO BE ACCESSED AND DATA TO BE SHARED:

Systems to be accessed under this agreement for the purpose of implementing the PFE Job Seekers Automated Case Management System shall include those identified in part III. K. of this agreement. Data elements to be shared within each system shall include but not be limited to:

System Accessed	Screen(s) Accessed	Data Elements
WIMS	ELIG, SRV 1-8, TERM	Last Name; First Name; Middle Initial; Address, Phone Number; Social Security Number; Eligibility Information for Titles II-A, II-B, II-C, 8%, Older Worker, III; Enrollment and Termination Dates by title; SDA Contact.
JSIS	APNM, APPL	Last Name; First Name; Middle Initial; Address, Phone Number; Social Security Number JobNet Registration; Veteran Status; AMS Record; WI/ATB Registration.
CARES	ACCH AQAE AQIE AQWI WPWC WPWI, ACWI, AGEC, WPTN, SMUM,	Last Name; First Name; Middle Initial; Address; Phone number; Personal Identification Number; Case Number; Social Security Number; W2 Employment Program Status, Start/End Date, Benefit Amount, W2 employment Program Component; W2 Case Management Activity Status, Start/End Date, Benefit Amount; FSET program status, Start/End Date, Benefit Amount, Sanctions; Food Stamps recipient status, Start/End Date,

	CNCA AQIP WPFN	Benefit Amount; Medical Assistance Status, Start/End Date, Benefit Amount, Case Manager name, phone number, e-mail address and location.
UIIRS	PROQ, JSCI	UI Claimant's Last Name; First Name; Middle Initial; Address; Phone Number; Social Security Number; Weekly Benefit Amount; Remaining Benefit Amount, Partial Payment; # Weeks Paid; Last Week Paid, and Employer's name and taxpayers address of the claimant.
New Hire	HRPT, HSSN	New Hire Employer's address, and the date of hire.
CLMS	View a client summary screen	Last Name; First Name; Middle Initial; Social Security Number; DVR Identification Number; Eligibility status including, date applied, date eligibility determined, order of selection; Receiving services; case closed; client job readiness status; employment status; counselor name, phone number, e-mail address and location.
KIDS	CGA, Q2A SWD, Q0C FOC	Last Name; First Name; Middle Initial; Address, Phone Number; Social Security Number; Personal Identification Number; ordered to pay status; payer/payee status; delinquency status; contact name, phone number, e-mail address and location.
CCPS/CARES	ANID, AQCS CCAC, CCPD CCAR, CCQS ACPA	Last Name; First Name; Middle Initial; Social Security Number; Applicant status; Eligibility Status; # of children in care; amount of assistance; provider name and location, contact name, phone number, e-mail address and location.
LIHEAP	QR, QN, QL	Last Name; First Name; Middle Initial; Address, Phone Number; Social Security Number; Application Date; Eligibility date; services received; contact name, phone number, e-mail address and location.

In order to obtain the data displayed in the Case Management System, additional screens may need to be accessed. These screens may not be specifically identified in this agreement.

VI. PROTECTION OF CONFIDENTIALITY; PROTECTION AGAINST UNAUTHORIZED ACCESS OR DISCLOSURE:

The parties recognize the need for security and confidentiality of the data maintained in the participating systems of the other program divisions. In recognition of this need:

- A. The parties agree to comply with any and all federal and state laws, regulations, rules employee handbooks and policy manuals enacted to protect the confidentiality of information obtained through participating systems of the other program divisions. This will include:
 - 1. Instructing all program divisions and Job Center partners of access, confidentiality and disclosure requirements;
 - 2. Monitoring and enforcing access, confidentiality and disclosure requirements;
 - 3. Informing all program participants who apply and/or enroll in programs at a DWE designated job center that information will be shared among agencies participating in the job center.
- B. All parties to the agreement agree to use the data provided only as described in Section I of this agreement.
- C. Information in electronic format shall be stored and processed in such a manner that unauthorized persons cannot retrieve the information.
- D. All parties agree that any copy or paper printout of data generated by a user of the system will be maintained in secured files at the appropriate Job Center.

VII. DESTRUCTION OF DATA:

Any data, including copy or paper printout obtained by any person authorized to access the PFE Automated Case Management System under the terms of this agreement will be destroyed by the staff person as soon as they no longer need the information for case documentation, investigative, or eligibility determination purposes consistent with program record destruction requirements. Data will be destroyed in such a way as to ensure that it cannot be read after destruction.

VIII. REDISCLOSURE OF INFORMATION:

Information obtained through the PFE Job Seekers Case Management System will not be redisclosed to anyone without the written approval of the program division that administers the participating system from which the data originated.

Information in the PFE Job Seekers Case Management System may be redisclosed to any other staff person who has been authorized by the ASD to use the PFE Job Seekers Case Management System.

Case managers using the PFE Job Seekers Case Management System may redisclose data about an individual to the individual, an attorney or other duly authorized agent representing the individual under investigation, if the data is needed in connection with a claim against/dispute with the case manager regarding the individual's eligibility determinations for participation in a program provided through a job center.

IX. COMPLIANCE WITH ON-SITE INSPECTIONS:

The parties to the agreement agree to permit authorized personnel from other program divisions participating in this agreement to make on-site inspections and monitoring visits to ensure that applicable federal and state program statutes, regulations, rules and program requirements are being met.

The parties agree to conduct on-site monitoring of Job Centers to assure that the requirements of this agreement are being met by all partner agencies.

X. SUSPENSION OF AGREEMENT:

Any party to the agreement may initiate an action to suspend the agreement in full or in part. The process used to initiate a suspension will be the process described in part XI of the agreement.

XI. DISPUTE RESOLUTION:

For any dispute arising over the execution or fulfillment of this agreement the ASD will be arbiter. Written complaints may be filed by representatives of the program divisions through the Core Team Leader along with copies to the other program divisions. Written complaints must specify the section of the agreement that is alleged to have been violated and the remedy requested. The ASD Administrator will issue a written decision to all of the program divisions within five (5) work days of receipt of a complaint. The decision of the ASD Administrator may be appealed to the Secretary's Office. The Secretary's Office will issue a written decision within 10 work days.

XII. AMENDMENTS TO THE AGREEMENT:

All or any part of this agreement may be amended at any time by written agreement between all of the other parties.

It is acknowledged that this agreement is subject to federal and state laws, any of which are subject to change. If any applicable state or federal law changes, this agreement will be considered immediately modified in accordance with such changes, without

notice of written amendment. This provision for amendment will not apply where program division provides written notice to ASD Administrator within 60 days of the effective date of a federal or state law change that it desires to challenge such change or that it believes that such change will render its performance under this agreement illegal, impractical or impossible. Upon giving the required notice, the parties agree to negotiate the effect the particular federal or state law change will have on the future implementation and continuation of this agreement.

Further, each party agrees to give ASD written notice within thirty (30) days after becoming aware of any state or federal law change which may impact the performance of either party under this agreement.

XIII. FUNDING AND COSTS:

Funding for ongoing application support activities, the equipment necessary to implement the system and maintenance cost of the PFE Job Seekers Automated Case Management System will be shared in accordance with an agreement reached between the program divisions. Funding will be allocated, as appropriate to DWD infrastructure cost pools or directly to accounts established to support the project.

Costs related to the implementation and operation of the case management system will be charged in the same fashion as all DWD Information System costs in compliance with the Department's Cost Allocation Plan.

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XIV. SIGNATURES:

This agreement is entered into on behalf of the parties to the agreement by the individuals represented below:

For the Division of Workforce Excellence Dated this <u>25th</u> day of <u>September</u> , 199 <u>8</u> . By: <u>June Suhling</u> June Suhling, Division Administrator	For the Division of Economic Support Dated this <u>25th</u> day of <u>September</u> , 199 <u>8</u> . By: <u>J. Jean Rogers</u> J. Jean Rogers, Division Administrator
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For the Division of Unemployment Insurance Dated this <u>25th</u> day of <u>September</u> , 199 <u>8</u> . By: <u>Maureen Hlavacek</u> Maureen Hlavacek, Division Administrator	For the Division of Vocational Rehabilitation Dated this <u>25th</u> day of <u>September</u> , 199 <u>8</u> . By: <u>Judy Norman-Nunnery</u> Judy Norman-Nunnery, Division Administrator
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For the Division of Administrative Services Dated this <u>25th</u> day of <u>SEPTEMBER</u> , 199 <u>8</u> . By: <u>Orlando Canto</u> Orlando Canto, Division Administrator

WG/UC

SSA Matching Program

AGREEMENT

Between
The Social Security Administration
and
The State of Wisconsin
Department of Workforce Development
Division of Unemployment Insurance

I. Purpose, Legal Authority, and Definitions

A. Purpose of the Matching Program

The purpose of this Agreement is to establish the conditions, safeguards, and procedures for the ongoing disclosure of wage and unemployment insurance (UI) data by the State of Wisconsin, Department of Workforce Development, Division of Unemployment Insurance, to the Social Security Administration (SSA). DWD-DUI will disclose the data through a computer matching operation for SSA's use in establishing or verifying eligibility or benefit amounts under the Social Security and/or supplemental security income (SSI) programs.

B. Legal Authority

Legal authority for the disclosure described above is contained in section 1137 of the Social Security Act (42 U.S.C 1320b-7). Regulations implementing section 1137 are located at 7 C.F.R. Parts 271, 272, and 275; 20 C.F.R. Part 603; 42 C.F.R. Parts 431 and 435; and 45 C.F.R. Parts 205, 206, and 232. This agreement is subject to the Privacy Act, 5 U.S.C. 552a, as amended by the Computer Matching and Privacy Protection Act of 1988, the Computer Matching and Privacy Protection Amendments of 1990 (Public Law No. 101-508, section 7201) and section 6103(1) of the Internal Revenue Code (26 U.S.C. 6103(1)).

C. Definitions

1. "Disclose" and "disclosure" mean the release of information or data, with or without the consent of the individual or individuals to whom the information pertains, either by DWD or by SSA.
2. DWD-DUI means the State of Wisconsin, Department of Workforce Development, Division of Unemployment Insurance.
3. "Social Security" means the program of retirement, survivors and disability insurance established

under title II of the Social Security Act as amended.

4. "SSA" means the Social Security Administration.
5. "SSI" and "supplemental security income program" mean the Federal program of Supplemental Security Income for the Aged, Blind, and Disabled established under Title XVI of the Social Security Act as added by P.L. 92-603, as amended.
6. "Unemployment insurance data" and "UI data" mean information pertaining to benefits paid under the State's unemployment insurance program.
7. "Wage data" means employee wage information reported to the State as provided by section 1137 of the Social Security Act.

II. Justification and Anticipated Results

A. Justification

Section 1137(a)(4)(B) of the Social Security Act requires States to make available to SSA wage and/or UI data to establish or verify eligibility or benefit amounts under the Social Security and SSI programs. Matching is believed to be the most efficient and comprehensive method of collecting and comparing this information. Computer matching is also believed to be the most efficient means of accomplishing this. There is no other administrative activity that could be employed to accomplish the same purpose with the same degree of efficiency.

B. Anticipated Results

When all States are participating, SSA anticipates an annual savings of \$82 million at a cost of \$22 million as a result of the prevention and recovery of SSI and State supplementation overpayments. Unestimated additional savings are expected through the avoidance of overpayments to Social Security beneficiaries.

III. Description of the Records to be Matched

A. Systems of Records

SSA will provide DWD with a finder file containing Social Security numbers (SSN) extracted from SSA's Supplemental Security Income Record (SSR) HHS/SSA/OSR (09-60-0103). State files against which SSA's finder

file will be matched by the State are the DWD-UI Benefit Payment data base and the DWD-UI Wage Record file.

B. Number of Records

1. The finder file that SSA will furnish will contain approximately 450,000 records of individuals who reside in the State of Wisconsin or the surrounding States. The finder file will adhere to the format contained in Attachment A.
2. The State's wage file contains approximately 2,500,000 records each quarter; the most recent 6 quarters currently on file.
3. The State's UI file contains approximately 250,000 records.
4. The reply file provided by the State as a result of the wage match will contain between approximately 10,000 and 250,000 records. The reply file will adhere to the format contained in Attachment B.
5. The separate reply file provided by the State as a result of the UI match will contain an undetermined number of records. The reply file will adhere to the format contained in Attachment C.
6. DWD-UI will furnish the reply file to SSA within 60 days of receipt of the finder file.

C. Specified Data Elements Used in the Match

DWD-UI will match the SSNs on the finder file provided by SSA and provide, in a reply file to SSA, the wage and/or UI records from DWD-UI's files for SSNs common to both the SSA and the DWD-UI files. Upon receipt of DWD-DUI's reply files, SSA will match the name with the name on SSA's records to ensure that the DWD-DUI data pertain to the SSI or Social Security recipient.

D. Starting and Completion Dates

The starting and completion dates of the matching program will be consistent with the duration of this agreement as specified in Article XIII. SSA will supply the finder file to DWD-DUI semiannually, except for special circumstances.

IV. Procedures for Notice

SSA will provide notices of its matching activities as follows:

A. Applicants

SSA will notify individuals at the time of application for SSI or Social Security payments that their records will be matched against those of other agencies to verify their eligibility or payment amounts.

B. Recipients

SSA will notify SSI and Social Security recipients at least once during the life of the match as prescribed by the Office of Management and Budget (OMB) that their records will be matched against those of other agencies to verify their eligibility or payment amounts. SSA's notice consists of a general notice in the Federal Register and periodic mailing to all beneficiaries/recipients describing SSA's matching activities.

V. Verification and Opportunity to Protest

A. Verification

SSA will first verify the identity of the matched individual and then will determine whether the data on DWD-DUI's file are consistent with the data on SSA's files. If the data are not consistent, SSA will contact the individual to confirm the data on DWD-DUI's file. If the individual is unable to confirm the data, SSA will contact the employer(s) shown on DWD-DUI's wage file to confirm the match data wages, and/or the appropriate State agency to confirm the UI payment data.

B. Opportunity to Protest

SSA will not take action to reduce, suspend or terminate an individual's SSI or Social Security payment based on data obtained from this matching operation until at least 30 days after notifying the individual of the results of SSA's verification of the data and his/her opportunity to protest.

VI. Procedures for Retention and Timely Destruction of Identifiable Records

- A. DWD-DUI will retain the finder file received from SSA only for the period of time required for any processing

related to the matching program and will then destroy the records. Magnetic tape files shall be erased. Electronic data shall be deleted.

- B. SSA will retain identifiable records received from the State only for the period of time required for any processing related to the matching program and will then destroy the records. Magnetic tape files shall be erased. Electronic data shall be deleted.
- C. Printouts of the match data will be placed in the claims folders of the involved individuals. The printouts will be disposed of by SSA field office personnel in accordance with the appropriate Federal Records Retention Schedule (44 U.S.C. 3303).
- D. Neither SSA nor the State agency will create a separate file or system concerning individuals in the matching program.

VII. Procedures for Security

- A. At a minimum, SSA and DWD-DUI will safeguard each other's information according to SSA's System Security Plan (i.e., Application System #1) as follows:

- 1. Administrative Safeguards:

Access to the records matched and to any records created by the match will be restricted to only those authorized employees who need it to perform their official duties in connection with the uses of the information authorized by this agreement. All personnel who will have access to the records matched or the records created by the match will be advised of the confidential nature of the information, the safeguards required to protect the information, and the civil and criminal sanctions for noncompliance contained in applicable Federal laws;

- 2. Physical Safeguards:

The records matched and any records created by the match will be stored in an area that is physically safe from access by unauthorized persons during duty hours as well as nonduty hours or when not in use;

- 3. Technical Safeguards:

The records matched and the data created by the match will be processed under the immediate supervision and control of authorized personnel in a manner which will protect the confidentiality of the records, and in such a way that unauthorized persons cannot retrieve any such records by means of computer, remote terminal, or any other means;

4. The records matched will be transported under appropriate safeguards.
- B. DWD-DUI and SSA may make onsite inspections or other provisions to ensure that the safeguards described above are being maintained by the other agency.
- C. Each agency shall also adopt policies and procedures to ensure that information contained in their respective records that is obtained from each other shall be used solely as provided in sections 1106 and 1137 of the Social Security Act (42 U.S.C. 1306 and 1320b-7, respectively), the Internal Revenue Code (26 U.S.C. 6103(1), the Privacy Act (5 U.S.C. 552a), and the regulations promulgated thereunder.
- D. The Data Integrity Board of the Department of Health and Human Services may monitor compliance of systems security requirements during the life of this agreement.

VIII. Records Usage, Duplication, and Redislosure Restrictions

Both SSA and DWD-DUI agree to the following limitations on the use of the information disclosed under the provisions of this agreement:

- A. The data provided by DWD-DUI will be used and accessed only for the purpose of determining eligibility for, or amount of, Social Security and/or SSI payments.
- B. Neither SSA nor DWD-DUI will extract information from the file provided by the other agency concerning the individuals therein for any purpose not stated in this agreement.
- C. Neither SSA nor DWD-DUI will duplicate or disseminate the data provided by the other agency within or outside SSA or DWD-DUI, except as required by Federal law, without the other agency's permission.

IX. Accuracy Assessment

The data on the State's wage file are reported to the State by individual employers. Since the State is not the

originator of the wage data disclosed to SSA, the State cannot attest to the accuracy of the data. Therefore, as part of its verification process, SSA will ensure that the State wage data pertain to the Social Security and/or SSI recipient/applicant. SSA has determined, through prior matching operations with similar data, that the SSNs contained on State files are approximately 75 percent accurate. Based on audits conducted by the State, the DWD-DUI Wage Record file is approximately 95 percent accurate and the DWD-DUI UI Benefit Payment data base is 100 percent accurate. Based on internal consistency checks and SSN/name verification procedures before a payment record is created, SSA estimates that at least 99 percent of the name and SSN information on the SSR is accurate.

X. Access by the Comptroller General

The Comptroller General may have access to each agency's records to monitor or verify compliance with this agreement.

XI. Remote Terminal Access

Neither SSA nor DWD-DUI will provide direct remote terminal access to the files exchanged under the terms of this agreement, unless agreed upon in a separate agreement.

XII. Reimbursement

SSA agrees to reimburse DWD-DUI for its cost in connection with providing the services requested in this agreement in accordance with Addendum D (attached).

XIII. Duration and Modification of this Agreement

A. Duration

This agreement shall be effective 40 days after submission to Congress, the Office of Management and Budget, or upon publication of the computer matching notice in the Federal Register, whichever is later. The agreement may be renewed at the end of 18 months, for a period of time not to exceed 12 months, if SSA certifies, to the Data Integrity Board (DIB) of the Department of Health and Human Services and the State agency agrees in writing, within 3 months prior to the expiration of the agreement pursuant to 5 U.S.C. 552a(o)(2)(A) and (r) that:

1. The matching program will be conducted without change; and

2. The matching program has been conducted in compliance with the original agreement.

If either agency does not wish to renew this agreement, it will notify the other of its intention at least 90 days before the end of the then current period. Either party may 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 notice. Termination of this agreement does not relieve the State of its obligation under section 1137 of the Social Security Act to provide wage and UI data to SSA.

B. Modification

This agreement may be modified at any time by a written modification to this agreement which is signed by both parties and is approved by the DIB.

XIV. Persons to Contact

The contacts on behalf of SSA are:

Chief, Payment Quality Branch
Office of Program Benefits Policy
3-J-1 Operations Building
6401 Security Boulevard
Baltimore, MD 21235
(410) 965-9862; and

Susan J. Werych
Program Specialist, RSI/SSI Branch
Chicago Regional Office
P.O. Box 8280
Chicago, Illinois 60680-8280
(312) 575-4238

The contact on behalf of DWD-DUI is:

Robert Flemal
Department of Workforce Development
Division of Unemployment Insurance
201 E Washington Avenue, Room 251-X,
P.O. Box 7905
Madison, Wisconsin 53707
(608) 266-9715

In witness thereof, the parties hereby execute this agreement.

The State of Wisconsin

Department of Workforce Development
Division of Unemployment Insurance

Date: Maureen Hlavacek

By: Maureen Hlavacek

Administrator
(Title)

SOCIAL SECURITY ADMINISTRATION

Date: December 12, 1997

By: Myrtle Stabushkin

Regional Commissioner
(Title)

I, Gregory A. Frigo, hereby certify that I am the legal counsel for the Department of Workforce Development, Division of Unemployment Insurance (DWD-DUI) of the State of Wisconsin; that Maureen A. Hlavacek who signed this agreement on behalf of DWD-DUI was then Administrator (Title) of said State agency and that he/she is authorized to enter into agreements of this nature on behalf of the State agency, and that there is authority under the laws of the State of Wisconsin to carry out all the functions to be performed by DWD-DUI as provided herein, and to comply with the terms of this agreement.

By: Gregory A. Frigo

Director Bureau of Legal Affairs
(Title)

ADDENDUM D

**Cost Of Data Sharing Services
Provided By The
Wisconsin Department Of Workforce Development
Division of Unemployment Insurance (DWD-DUI)
To The
Social Security Administration (SSA)**

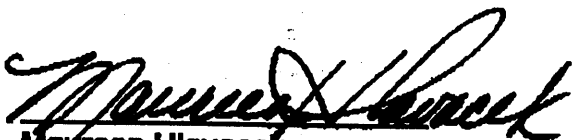
DWD-DUI's cost of providing the data sharing services described in DWD's current data sharing agreement with SSA for the period July 1, 1997 through June 30, 1998 are as follows:

- \$2,579.00** per set of input files, up to 630,000 input records;
- \$0.33** per additional 1,000 input records per set of input files.

The above cost per set of input files includes both contract management/support expenses and programming/maintenance expenses.

SSA will provide DWD-DUI with a Purchase Order for each ^{calendar year} set of input files it submits. The Purchase Order will include the total amount required per set of input files AND any additional amounts for additional input records over 630,000 per set of input files. DWD-DUI cannot process a request for crossmatch unless we have a Purchase Order on file for costs of processing the request.

Upon processing SSA's input files, DWD-DUI will invoice SSA for the total amount due.


 Maureen Hlavacek
 Division Administrator
 DWD Division Of Unemployment Insurance

7-14-97
 Date


 Myrtle Habersham
 SSA Regional Commissioner

7/9/97
 Date

SSA "A" Agreement AGREEMENT
BETWEEN

COPY

THE SOCIAL SECURITY ADMINISTRATION
AND

THE STATE OF WISCONSIN
Department of Workforce Development

I. Purpose, Legal Authority, and Definitions

A. Purpose of the Matching Program

1. The purpose of this agreement is to establish conditions under which the Social Security Administration (SSA) agrees to disclose information relating to the eligibility for, and payment of, Social Security benefits and/or supplemental security income (SSI) payments, including certain tax return information, to the Wisconsin Department of Workforce Development, hereafter referred to as the Coordinating State Agency, for use in verifying income and eligibility factors in certain State-administered programs (see Article II.A. below), to verify Social Security numbers (SSN) of applicants for, and recipients of, benefits under such programs and to provide safeguards against unauthorized use and redisclosure of such information by the Coordinating State Agency.

NOTE: SSA also refers to the Coordinating State Agency as the "A" agency and any agreement with it as an "A" agreement. When that data is shared by the "A" agency with another agency in the State, that agency receiving data from the "A" agency becomes known to SSA as a "B" agency in that State. SSA refers to a "B" agency as the Requesting State Agency when SSA enters into a "B" agreement with it for disclosure of data from the "A" agency.

For purposes of implementing sections 402, 412, 421 and 435 of P.L. 104-193, which involve the significance of social security quarters of coverage (see NOTE below) to the eligibility of certain

Post-It Fax Note	7671	Date	11/13/98
To	Susan Werych	From	Peter Van Ness
Co./Dept.		Co.	WIS Dept of Workforce Development
Phone #	410 965-0744	Phone #	608 266-7456
Fax #	410 966-0869	Fax #	608 261-6968

aliens for certain defined Federal and State public benefits, SSA may under this agreement disclose to the Wisconsin Workforce Development to the extent permitted by law, quarters of coverage and equivalent information. The Federal programs mandatorily or potentially affected by the above referenced sections of P.L. 104-193 are: supplemental security income, food stamps, temporary assistance for needy families under part A of title IV of the Social Security Act, social services block grants under title XX of the Social Security Act and State Medicaid plans approved under title XIX of the Social Security Act.

NOTE: The term "quarters of coverage" is also referred to as "credits" in various SSA public information documents. The term "social security credits" may be used inter-changeably as well.

The overall purpose of disclosures under this matching program is to provide the State with information necessary to allow it to verify the accuracy of income and eligibility factors for the State-administered programs listed in Article II.A.1. of this agreement. This disclosure of information will ensure that the State has accurate information upon which to base its entitlement decisions for these programs.

This matching program is conducted in three ways:

- o The SDX aspect of this matching program is operated by SSA periodically giving to the State a file of SSI recipients in that State who are currently receiving SSI payments, or were recently terminated, or had changes in status.
- o The BENDEX aspect is operated by States periodically sending to SSA a file of individuals (i.e., applicants for, or recipients of, benefits under certain State-administered programs [see Article II.A.1.]) for whom certain SSA data (e.g., title II program data and/or earnings data) is required.
- o The EVS aspect is operated by States periodically sending to SSA a file of individuals (i.e., applicants for, or recipients of, certain State-administered programs) for whom SSN verification is required.
- o The quarters of coverage aspect of this matching program is operated by States periodically sending SSA a file of

applicants for or recipients of State administered public benefit programs and, where permitted by applicable law, the parents or spouses of such applicants when requesting quarters of coverage or equivalent information necessary for the implementation of the above-referenced sections of P.L. 104-193.

2. This agreement supplements any and all existing BENDEX and SDX agreements made between Wisconsin and either the Secretary of Health and Human Services or the Commissioner of Social Security. Where there is conflicting language between this agreement and any previous agreements, this agreement shall take precedence.
3. The SSA component responsible for the disclosure is the Office of Program Benefits Policy. The responsible component for the Coordinating State Agency is the Wisconsin Department Workforce Development. SSA will publish a notice of this matching program in the Federal Register.

B. Authority

This matching program is authorized by law under section 1137 of the Social Security Act (42 U.S.C. 1320b-7). The quarters of coverage aspect is authorized by sections 402, 412, 421 and 435 of P.L. 104-193. This "A" agreement sets forth the responsibilities of SSA and the Coordinating State Agency with respect to information obtained pursuant to the agreement and takes into account SSA's responsibilities under section 1106 of the Social Security Act (42 U.S.C. 1306) (See Appendix A of this agreement), and the responsibilities of SSA and the Coordinating State Agency under the Internal Revenue Code (IRC) (26 U.S.C. 6103).

C. Definitions

1. "BENDEX" means the Beneficiary and Earnings Data Exchange System.
2. "Coordinating State Agency" means the Wisconsin Department of Workforce Development which is responsible for requesting and receiving information from SSA for all agencies within the State of Wisconsin under the terms of this agreement.

3. "Health maintenance program" (if appropriate) means a noncommercial program designed to provide an individual with health care (both preventive and treatment) or to subsidize the cost of such care (e.g., Medicare, Medicaid).

NOTE: A commercial insurance company may administer such a program for a State or local agency.

4. "Income maintenance program" (if appropriate) means a noncommercial program designed to provide an individual with basic necessities of life (e.g., food, clothing, shelter, utilities) or to supplement the individual's income to permit the purchase of such necessities (e.g., subsidized housing, food stamps, temporary assistance for needy families, general assistance, title XX services, energy assistance, worker's compensation, unemployment compensation, State supplementation).
5. "OMB" means the Office of Management and Budget.
6. "SDX" means the State Data Exchange.
7. "SSA" means the Social Security Administration.
8. "EVS" means the Enumeration Verification System.
9. "State Agency" means the agency defined in Article I.A.1. above, the Wisconsin Department of Workforce Development including any applicable county, local, or other office thereof, regardless of whether the employees of the agency are State, county or local government employees.
10. "Tax return information" has the same meaning as given in 26 U.S.C. 6103(b). For purposes of this agreement, "tax return information" includes SSA's records obtained under the authority of 26 U.S.C. 6103 and 42 U.S.C. 432 concerning the amount of an individual's earnings from wages and/or self-employment income, the period(s) involved and the identities and addresses of employers, and the amount of payment of retirement income.
11. "SSI" means the Supplemental Security Income Program established under title XVI of the Social Security Act.
12. "SVES" means the State Verification and Exchange System.

13. "FTMS" means the SSA File Transfer Management System.
14. "State Transmission Component" means the Wisconsin Department of Workforce Development. The State transmission component is responsible for sending data and receiving all data sets exchanged between SSA and the State of Wisconsin.
15. "SSR" means the Supplemental Security Income Record.
16. "MBR" means the Master Beneficiary Record.
17. "MEF" means the Master Earnings File.
18. "NUMIDENT" means the Master File of Social Security Number (SSN) Holders and SSN Applications.
19. "Food Stamp Program" means, for purposes of the quarters of coverage aspect of this matching program as authorized under the above-cited provisions of P.L. 104-193, the Program defined in section 3(h) of the Food Stamp Act of 1977.
20. "Quarters of Coverage" means quarters of coverage as assigned and described under title II of the Social Security Act.
21. "Equivalent information" means earnings amounts from employment not covered under the Social Security Act converted to information equivalent to quarters of coverage information provided for work covered by the Social Security Act.
22. "State Public Benefits" means any means-tested public benefits of a State or political subdivision of a State under which the State or political subdivision specifies the standards for eligibility, and does not include any Federal public benefit.

II. Justification and Anticipated Results

A. Justification

1. The State is required by law (see Articles I.A. and B above.) to use information relating to eligibility for and amount of Social Security benefits and/or SSI payments, quarters of coverage under the Social Security Act, and certain tax return information,

for administration of the specific programs covered by this agreement: income maintenance programs and health maintenance programs. SSA is required by law to disclose certain information to the State and agrees to provide quarters of coverage information to the State for purposes of P.L. 104-193.

Under P.L. 104-193 the State may be required to determine the number of quarters of coverage of certain alien applicants and their parents and spouses in determining the eligibility of such applicants for certain defined public benefits. SSA at its discretion and only to the extent permitted by law, may provide to the State quarters of coverage information and equivalent information recorded in the applicant's account or the accounts of the parents or spouse[s] of such applicant.

- 2. Further, the State is required by law to require each applicant for, or recipient of, benefits under TANF, Medical Assistance and Food Stamps to furnish his or her SSN, and to utilize such number in the administration of the program(s). SSA is required by law to verify the SSNs of individuals applying for these State-administered benefit programs.
- 3. The use of computer technology to transfer data from SSA to the State Agency is more efficient and quicker than the use of manual processes.
- 4. Additional programs mandated by law after the inception of this agreement may be added to the coverage of this agreement.

B. Anticipated Results

The State expects program savings of \$150 million over the period of 18 months at a cost of \$1 million by performing this matching program.

SSA does not expect any direct program savings to result from this matching program but unestimated administrative savings will be obtained through increased efficiencies in coordinating the administration of mutually dependent Federal and State programs. In such fashion, the matching program is expected generally to benefit federally funded program(s) that are State administered. SSA costs are estimated not to exceed .2 cents per record.

III. Description of the Records to be Matched

A. Systems of Records (See description at Appendix B)

1. SSA systems of records used for purposes of this agreement will be the Master Beneficiary Record (MBR), Supplemental Security Income Record (SSR), Earnings Recording and Self-Employment Income System (sub-systems are also referred to as the Master Earnings File (MEF)), and the Master Files of Social Security Number (SSN) Holders and SSN Applications (sub-systems are also referred to as the Enumeration Verification System (EVS), the Alphident or the NUMIDENT).
2. For each aspect of this matching program, the following are the SSA systems of records that will be accessed:
 - o SDX - Supplemental Security Income Record, HHS/SSA/OSR (09-60-0103);
 - o BENDEX - Master Beneficiary Record (09-60-0090) and the Earnings Recording and Self-Employment Income System, HHS/SSA/OSR (09-60-0059);
 - o EVS - Master Files of Social Security Number Holders, and SSN Applications, HHS/SSA/OSR (09-60-0058).
 - o QC Query - Master Earnings File (MEF), HHS/SSA/OSR 09-60-0059, and Master Files of Social Security Number (SSN) Holders and SSN Applications, HHS/SSA/OSR 09-60-0058.
3. SSA and the Coordinating State Agency will exchange information through the FTMS. Cartridge or magnetic tape will be used in the event FTMS is inoperable.

B. Number of Records Involved

1. SDX - SSA will furnish monthly with weekly updates to the State Agency SDX files containing information on SSI recipients. The number of records given to the State Agency during a month will be approximately 50,000.

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2. **BENDEX** - The Coordinating State Agency will furnish identifying information of applicants for, or recipients of, State-administered programs for BENDEX to SSA monthly. The State Agency will be requesting approximately 20,000 records each month from SSA.
 3. **EVS** - The State Agency will furnish SSNs of applicants for, or recipients of, State-administered programs to SSA to be verified through SVES or EVS. The State Agency will submit approximately 50,000 records monthly to SSA.

C. Specified Data Elements Used in the Match

1. **SDX** - When the Coordinating State Agency receives SSI program data and uses this data in matching activities, it will match the SDX file to the State files using SSN only.
2. **BENDEX** - The Coordinating State Agency will provide SSA with name, SSN, and date of birth for those individuals about whom information is requested from the BENDEX.
3. **EVS** - The Coordinating State Agency will provide SSA with name, SSN, and date of birth for those individuals about whom information is requested from the EVS.
4. **QC Query** - The Coordinating State agency will provide SSA with the following data elements for matching against equivalent SSA data elements: Name, SSN, DOB, and Sex.

The following systems programs may be used for additional SSN verification:

MULTX - SSA systems program that associates multiple SSNs that are related to the applicant's earnings file.

GUEST - SSA systems program that completes the final SSN and earnings record verification process.

IV. Duration and Modification of the Agreement

A. Duration

This agreement will be effective 40 days after submission of matching notices on this program to Congress and the Office of Management

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and Budget, or 30 days after publication of the computer matching notice for this matching program in the Federal Register, or upon signature of the agreement by both parties to the agreement, whichever is later. This agreement may be renewed at the end of 18 months, for a period of time not to exceed 12 months, if SSA certifies, to the SSA Data Integrity Board (DIB) and the State Agency agrees in writing, within 3 months prior to the expiration of the agreement pursuant to 5 U.S.C. 552a(o)(2)(D) that:

1. The matching program will be conducted without change, and
2. The matching program has been conducted in compliance with the original agreement.

If either agency does not wish to renew this agreement, it shall notify the other of its intention not to renew at least 90 days before the end of the then current period. 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 notice.

B. Modification

This agreement may be modified at any time by a written modification to this agreement which satisfies both parties and is approved by the DIB.

V. Procedures for Notice

A. Applicants

Both the Coordinating State Agency and SSA agree to notify all individuals who apply for benefits for their respective programs that any information provided by them is subject to verification through matching programs. The State Agency's notice consists of a brochure describing rights and responsibilities. SSA's notice consists of appropriate language printed on its application forms or a separate handout with appropriate language when necessary.

B. Beneficiaries/Annuitants

Both the Coordinating State Agency and SSA will provide subsequent notices to their respective retirees, annuitants, beneficiaries, and/or

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recipients. The State Agency's notice consists of the appropriate language printed on determination forms. SSA's notice consists of a notice of this matching program in the Federal Register and periodic mailings to all beneficiaries and recipients describing SSA's matching activities.

VI. Verification and Opportunity to Contest Match Data

A. Verification

Based on the determination of SSA's DIB pursuant to its approval of this agreement, unless contradictory OMB final guidelines are issued, the Coordinating State Agency may consider all SVES/SDX/BENDEX and quarters of coverage data disclosed under this agreement as verified, as provided in 5 U.S.C. 552a(p)(1)(A)(ii). Thus, the DIB has determined that the information is limited to identification and amount of benefits paid by SSA under a Federal benefit program and there is a high degree of confidence in the accuracy of the data. (See accuracy assessment below in Article X). The Coordinating State Agency may use the data without independent verification in their administration of the programs listed in Article II.A.1. of this agreement.

B. Opportunity to Contest

The Coordinating State Agency agrees that there can be no termination, suspension, reduction, final denial, or other adverse action taken against an individual based on this computer match with SSA until there is an opportunity to contest the match information such that:

1. Notice is provided by the Coordinating State Agency to the affected individual which informs that individual of the match findings and the opportunity to contest these findings; and
2. The affected individual is given until the expiration of any time period established for the relevant benefit program by statute or regulation for the individual to respond to the notice. If no such time period is established by statute or regulation for the program, a 30-day period shall be provided. The time period begins on the date on which notice is mailed or otherwise provided to the individual to respond; and
3. The notice clearly states that, unless the individual responds to the notice in the required time period, the Coordinating State

Agency will conclude that the match data provided by SSA is correct and will make the necessary adjustment to the individual's payment.

VII. Procedures for Retention and Timely Destruction of Identifiable Records

A. Coordinating State Agency

The Coordinating State Agency will retain all identifiable records received from SSA only for the period of time required for any processing related to the matching program and will then destroy the records. Magnetic tape files shall be erased. Electronic data shall be deleted.

As part of the matching program, any accretions, deletions, or changes to SSA's program rolls provided by SSA to the Coordinating State Agency can be used by the Coordinating State Agency to update its master files, which will be permanently retained under cognizable authority governing the Coordinating State Agency's retention of records. Any other identifiable records must be destroyed unless the information has to be retained in individual file folders in order to meet evidentiary requirements. In the latter instance, the State Agency will retire identifiable records in accordance with Wisconsin Administrative Code HSS 245 which requires retention of records for 6 years consistent with the requirements of the privacy act or a lesser period if the information has been updated by SSA [5 U.S.C. 552a(0)].

B. State Transmission Component

A State transmission component may be involved in the electronic transfer of data by SSA to the State Agency. In this situation, the State transmission component will retain all identifiable records received from SSA only for the period of time required between reception of the SSA file and its provision to the State Agency. A copy of files transmitted by the transmission component shall not be retained by the transmission component.

C. SSA

SSA will delete electronic data input files received from the State when the match has been completed.

- D. Neither SSA nor the Coordinating State Agency will create a separate file or system concerning only individuals whose records are used in this matching program.

VIII. Procedures for Security

- A. At a minimum, SSA will safeguard the Coordinating State Agency's information and the Coordinating State Agency will safeguard SSA's information as follows:
1. Access to the records matched and to any records created by the match will be restricted to only those authorized employees and officials who need it to perform their official duties in connection with the uses of the information authorized in this agreement;
 2. The records matched and any records created by the match will be stored in an area that is physically safe from access by unauthorized persons during duty hours as well as nonduty hours or when not in use;
 3. The records matched and any records created by the match will be processed under the immediate supervision and control of authorized personnel in a manner which will protect the confidentiality of the records, and in such a way that unauthorized persons cannot retrieve any such records by means of computer, remote terminal or other means;
 4. That all personnel who will have access to the records matched and to any records created by the match will be advised of the confidential nature of the information, the safeguards required to protect the information and the civil and criminal sanctions for noncompliance contained in applicable Federal laws; and
 5. The records shall be transported under appropriate safeguards.
- B. SSA may make onsite inspections or make other provisions to ensure that adequate safeguards are being maintained by the Coordinating State Agency and the State transmission component.
- C. The SSA DIB may monitor compliance of systems security requirements during the lifetime of the agreement or any extension.

D. SSA and the Coordinating State Agency shall also adopt policies and procedures to ensure that information contained in their respective records and obtained from each other shall be used solely as provided in this agreement, including adherence to the terms of section 1106 of the Social Security Act (42 U.S.C. 1306), section 6103(p)(4) of the IRC (26 U.S.C. 6103(p)(4)) for tax return information, and the regulations promulgated thereunder. The Secretary of the Treasury has published a brochure entitled "Tax Information Security Guidelines for Federal, State and Local Agencies," Publication 1075, which is available from the IRS District Disclosure Officer in the appropriate IRS district. SSA and the Coordinating State Agency agree to comply with these guidelines and any revision of them, submit to IRS audits and furnish the required reports to IRS.

IX. Records Usage, Duplication, and Redisclosure Restrictions

- A. The Coordinating State Agency agrees to the following limitations on the use, duplication, and redisclosure of the data files (see Article III. above) and information provided by SSA:
1. That the tax return information the BENDEX contains will be used only to determine individual eligibility for, or the amount of, assistance under a State plan pursuant to section 1137 of the Social Security Act. The other data provided by SSA shall not be redisclosed or used for any purpose other than to determine eligibility for, or the amount of, benefits under a State-administered health/income-maintenance program specified in this agreement. Such State-administered programs must be described in statements of routine use published by SSA in the Federal Register or otherwise specifically approved by SSA. The State Agency may, however, disclose the information provided with the consent of the subject individual as provided in the BENDEX Handbook.
 2. That the tax return information the BENDEX contains will not be used to extract for any purpose information concerning individuals who are neither applicants for, nor recipients of, benefits under the programs identified in Article II.A.1. of this agreement. The other data provided by SSA will also not be used to extract for any purpose information which does not pertain to individuals who are applicants for or recipients of benefits under a State-administered health/income-maintenance program specified in Article II.A.1. of this agreement; information will be used in a manner provided for

by applicable law and described in this agreement. Disclosures to such State-administered programs must be authorized in statements of routine use published by SSA in the Federal Register, or otherwise specifically approved by SSA and not otherwise prohibited by applicable law.

3. Except as necessary for the operation of this matching program, as provided in this agreement, that files provided by SSA will not be duplicated or disseminated within or outside the State Agency without the written approval of SSA.

SSA will not grant such authority unless the redisclosure is required by law or is essential to the matching program. In such instances, the Coordinating State Agency must specify in writing what records are being disclosed and to whom, and the reasons that justify such redisclosure.

4. SSA files provided to the State Agency remain the property of SSA and will be handled as provided in Article VII. above, once matching activity under this agreement is completed.

B. SSA agrees to the following limitations on the use, duplication, and redisclosure of the identifying files and information provided by the State Agency under Article III:

1. That the file(s) provided by the State Agency will be used and accessed only for the purposes specified in this agreement.
2. That the file(s) provided by the State Agency will not be used to extract information concerning the individuals therein for any purpose not specified in this agreement.
3. That the file(s) provided by the State Agency will not be duplicated or disseminated within or outside SSA without the written permission of the State Agency.
4. That the file(s) provided by the State Agency remain the property of the State Agency and will be handled as provided in Article VII. above, once matching activity under this agreement is completed.

C. Both SSA and the Coordinating State Agency agree that the information generated through the match will be destroyed as soon as it has served the matching program's purpose, and any legal retention

requirements SSA establishes in conjunction with the National Archives and Records Administration are met.

X. Accuracy Assessments

Previous matches with the same files indicate that the State Agency's records are 90% accurate based on previous interaction with SSA BENDEX data, and that SSA's records are virtually 100% accurate when they are created.

XI. Access by the Comptroller General

The General Accounting Office (Comptroller General) may have access to Coordinating State Agency and SSA records that the Comptroller General deems necessary, in order to monitor or verify compliance with this agreement.

XII. Additional Functions to be Performed Under This Agreement

A. The Coordinating State Agency agrees:

1. That the SVES, BENDEX and SDX systems and 40 quarters of coverage information will be used by the State Agency to obtain Social Security benefit and SSI payment information on the applicants/recipients of the program(s) identified in Article II.A. above. The State agency also agrees that it will use the State Verification and Exchange System (SVES) to obtain tax return information and/or QC query information pertaining to only those persons for which use is authorized by applicable law including section 1137 of the Social Security Act, as specified in this agreement. Use and disclosure of this information for other purposes are subject to the restrictions in Article IX. of this agreement.
2. The Coordinating State Agency will provide information obtained in the QC query, as necessary, to State and local government agencies within the State which will make QC determinations under P.L. 104-193.
3. To provide SSA with the necessary identifying information concerning those individuals about whom information is requested from the SVES or BENDEX. (Specific requirements for the request are discussed in the BENDEX Handbook.) The

Coordinating State Agency also agrees to notify SSA when an individual, who has been the subject of this information exchange, is no longer eligible for benefits.

- 4. To furnish SSA with a written plan for the use of, and access to, individual record information for SSA's review and approval before implementation. If the Coordinating State Agency wishes to use remote terminal access to SSA's data bases in order to obtain information under the terms of this agreement see Article XIII. below. The plan will include the following:
 - a. A description of system-related features that limit the terminals used to access information in SSA's data bases;
 - b. A description of the personal identification number/password system which will limit access to those individuals who need the information;
 - c. A description of the steps taken to inform State Agency employees of SSA's requirements regarding access/use of the information; and
 - d. A description of the system-related features, including those unique to remote terminal access situations, that will limit the use of tax return and other information under this agreement to those programs for which use is authorized by this agreement pursuant to applicable statutes cited herein.

The Coordinating State Agency also agrees to submit to SSA an annual compliance statement describing its continuing systems security program and any revisions that have been made or planned since the last statement. The annual compliance statement and the written plan will include information regarding the systems security and access controls on the information provided by SSA for all components of the State which have remote terminal access within the SSA-supplied information.

- 5. To disseminate SSA-supplied information to those other agencies within the State with which SSA has made a separate "B" agreement to provide benefit, eligibility and tax return information. Any separate agreement must conform with the requirements of applicable law, as provided in that agreement.

6. To submit SSNs for verification through SVES or EVS in the format specified by SSA. If SSA notifies the State that the SSN and identifying information do not match, the client should be asked about other names used and then the State should resubmit the verification request a second time through SVES or EVS. The State should only refer the client to the SSA field office for a Numident request after the above is done or as a last resort.
7. To include in the written plan information concerning any special security functions not shown elsewhere in the agreement/memorandum of understanding which will be performed in the course of the data exchange by the Coordinating State Agency. Where appropriate, Attachment A, Safeguards for Wire-to-Wire Data Exchanges, provides additional security requirements. Also, see Article XIII., Remote Terminal Access.
8. The State transmission component will receive and/or send data files between SSA and those other agencies within the State with whom SSA has made an agreement to provide information.

B. SSA agrees:

1. To the extent permitted by applicable law, to furnish to the Coordinating State Agency files containing the necessary information for identified individuals via BENDEX. The files provided by SSA will adhere to the characteristics and data format requirements shown in Appendix B.
2. To the extent permitted by applicable law, to disclose to the Coordinating State Agency, via BENDEX, based on its request, Social Security benefit/ payment and tax return information contained in SSA's records regarding those individuals whom the State Agency identifies. SSA will provide additional information about each individual identified by the State Agency whenever SSA posts changes to its records until the individual dies or the State Agency notifies SSA that the individual is no longer eligible for assistance under the program(s) identified in Article II.A. above.
3. To the extent permitted by applicable law, to disclose through the SVES or SDX, payment information contained in SSA's records concerning applicants/recipients of SSI payments. The files

provided by SSA will be IBM compatible and will adhere to the characteristics and information format requirements shown in Appendix B.

4. To the extent permitted by applicable law, to disclose to the Coordinating State agency, through SVES or EVS, whether or not the identifying information and SSN furnished agree with SSA records and, if not, what element of information (name, date of birth or sex code) does not agree. Any multiple SSN's also will be furnished to the Coordinating State Agency.
5. To review and approve (where appropriate) the Coordinating State Agency's written plan concerning remote terminal access.
6. To initially verify the SSNs submitted and to process only verified SSNs in the conduct of the matching program.

XIII. Remote Terminal Access

In the future, SSA may allow the Coordinating State agency remote terminal access to its data bases for the purpose of providing information under this agreement only if:

- A. SSA has determined that such access is feasible and can be provided;
- B. A systems security program is in place and operating that requires a personal identification number and secure password for each individual with access to the SSA information;
- C. The remote terminals have controlled access (i.e., only authorized persons will have physical access to the terminals and the terminals shall be in a secure area or room);
- D. The Coordinating State Agency agrees to provide a written security plan and annual compliance reports for SSA's review and approval (see Article XII.A.4.). The written security plan and annual compliance reports must include details concerning all agencies in Wisconsin which will have remote terminal access to the SSA information within the State. Refusal to submit satisfactory compliance reports will preclude remote terminal access to SSA data;
- E. The Coordinating State Agency agrees to inform SSA of any revision to its systems security program that affects the above requirements. SSA

must also be assured in writing that the State Agency systems security features are adequate to assure the integrity and confidentiality of individual record information before SSA allows remote terminal access. SSA will notify the Coordinating State Agency in writing that it agrees to any such revisions; and

- F. SSA and the Coordinating State Agency enter into a written agreement for remote terminal access.

XIV. Reimbursement

Expenses involved with the data exchange outlined above should be reciprocal and not involve any cost adjustments between the State Agency and SSA. Cost adjustments, however, can be made in the future between the State Agency and SSA, so that neither one bears a disproportionate share of the costs. The State Agency and SSA can make such adjustments by means of a Reimbursable Agreement between them.

XV. Persons to Contact

- A. The SSA contacts are:

1. Systems Operations:

Paul Swanenburg
Chief, Data Exchange Branch
3-L-16 Operations Building
6401 Security Blvd.
Baltimore, Md. 21235
(410) 965-5454; FAX: (410) 966-4159

2. Disclosure Policy:

Darrell Blevins
Director, Office of Disclosure Policy
3-A-7 Operations Building
6401 Security Blvd.
Baltimore, Md. 21235
(410) 965-1722; FAX: (410) 966-0869

3. Matching Staff:

Steve Kelly
 Office of Program Support
 Match Manager
 3-J-3 Annex Building
 6401 Security Blvd.
 Baltimore, Md. 21235
 (410) 965-0287; FAX: (410) 965-0940

4. Regional Office:

Susan Werych
 Office of the Regional Commissioner
 Retirement and Survivors Insurance Team
 P.O. Box 8280
 Chicago, IL 60680-8280
 (312) ~~353-2406, #2321~~; Fax (312) ~~353-3095~~
 575.4238 575.4245

B. The State Agency contact is:

Peter H. Van Ness, CARES Data Steward
 Division of Economic Support
 P.O. Box 7935, Madison, WI 53707-7935
 TEL (608) 266-7456; FAX (608)261-6968.

XVI. Authorized Officials

The State officials with authority to request information under this Agreement are:

Peter H. Van Ness, CARES Data Steward, Division of Economic Support, P.O. Box 7935, Madison, WI 53707-7935.
 Telephone (608) 266-7456, FAX (608)261-6968.

-and-

Barry Chase, DWD Match Coordinator, Division of Economic Support,
 P.O. Box 7935, Madison, WI 53707-7935.
 Telephone (608) 266-1849

XVII. Limitation of Liability

SSA shall not be responsible for any financial loss incurred by the State Agency, whether directly or indirectly, through the use of any data furnished pursuant to this agreement. Such financial loss shall not be considered a reimbursable expense under Article XIV.

XVIII. Signatures

In witness whereof, the parties hereby execute this agreement this 19th day of December 1998.

FOR THE COMMISSIONER OF SOCIAL SECURITY

By Myrtle S. Habersham 11/19/98
Myrtle S. Habersham Date
Regional Commissioner

FOR THE WISCONSIN DEPT OF WORKFORCE DEVELOPMENT

By Bruce C. Hagen 11-16-98
Bruce C. Hagen Date
Deputy Secretary

Howard Bernstein 11/16/98
Date

I, Howard Bernstein, certify that I am the legal counsel for the Agency of the State of Wisconsin; that ~~Linda Stewart~~, who signed this agreement on behalf of the Coordinating State Agency, was then Secretary of said Coordinating State Agency, and that she is *deputy* authorized to enter into agreements of this nature on behalf of the Coordinating State Agency and that there is authority under the laws of the State of Wisconsin to carry out all the functions to be performed by the Coordinating State Agency as provided herein and comply with the terms of this agreement.

Bruce Hagen

SAFEGUARDS FOR WIRE-TO-WIRE DATA EXCHANGES**I. Purpose and Definitions****A. Purpose of the Safeguards**

1. The purpose of these safeguards is to provide enhancements to the security plan regarding the transmission of data through wire-to-wire exchanges between the Social Security Administration (SSA) and State agencies over the File Transfer Management System (FTMS) in order to guard against unauthorized use and redisclosure of information disclosed by the SSA to the State agency through FTMS.
2. These safeguards supplement the security plans for all BENDEX, SDX, EVS, WTPY and SVES agreements between the State agency and either the Secretary of Health and Human services or the Commissioner of Social Security. To the extent there is a conflict between the language in the security plan and this supplement to the plan, the language of the supplement shall govern.

B. Definitions

1. "Wire-to-wire exchanges" means an electronic transmission method by which SSA may exchange information with the State agency through the BENDEX, SDX, EVS, and/or SVES systems.
2. "File Transfer Management System (FTMS)" is SSA's official designation for the system SSA uses to disclose information from its files by wire-to-wire exchange. It is an alternative to the exchange of information via magnetic tape or cartridge.
3. "TOP SECRET" means SSA's system security that predetermines and controls State agency use of SSA's file information.

II. Procedures for Security**A. Safeguards**

In addition to the safeguards in the main "A" and "B" agreements, at a minimum, under circumstances involving wire-to-wire exchanges, SSA will safeguard the State agency's information and the State agency will safeguard SSA's information as follows:

1. Access Authorization

Access to the records matched and to any records created by the match will be restricted to only those authorized employees and officials who need it to perform their official duties in connection with the uses of the information authorized in the agreement between the State agency and the Federal agency. SSA's formal authorization procedure not only authorizes access, but also determines what a person can do once access is authorized;

2. Access Controls

The State agency will be defined as a "TOP SECRET" user and will be assigned access codes by appropriate SSA security personnel. Access to SSA systems by the State agency must meet or be compatible with "TOP SECRET" technical requirements;

3. Security Administration

The State agency will furnish appropriate access codes and systems passwords to authorized State agency personnel that limit access and functions to those that are appropriate and necessary. The State agency will maintain the names, access codes, passwords, and authorized functions for each individual, and will process changes in this information on a timely basis;

4. Records Storage

The records matched and any records created by the match will be stored in an area that is physically safe from access by unauthorized persons during duty hours as well as nonduty hours or when not in use;

5. Authorized Supervision and Control

The records matched and any records created by the match will be processed under the immediate supervision and control of authorized personnel in a manner which will protect the confidentiality of the records, and in such a way that unauthorized persons cannot retrieve any such records by means of computer, remote terminal, or other means;

6. Compliance With Confidentiality Safeguards

All personnel who will have access to the records matched and to any records created by the match will be advised of the confidential nature of the information, the safeguards required to protect the information, and the civil and criminal sanctions for noncompliance contained in applicable Federal laws.

B. Reviews and Audits

- 1. SSA may make onsite inspections or make other provisions to ensure that adequate wire-to-wire exchange safeguards are being maintained by the State agency.**
- 2. Reviews may be scheduled as frequently as necessary, but will be made at least once a year. Unscheduled and unannounced reviews may be made at any time.**
- 3. Scheduled reviews will use a sample of State Agency queries and the related claims records. Unscheduled reviews will be conducted if unexpected or unexplained changes in access patterns occur (e.g., a marked increase in the volume of queries).**
- 4. Reviews may be conducted by SSA's Systems Security Officer.**
- 5. SSA will also audit selected transactions to ensure that there is a valid claim that requires SSA data.**