

INFORMATION EXCHANGE AGREEMENT
between the
SOCIAL SECURITY ADMINISTRATION
and the
KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
and the
KANSAS DEPARTMENT FOR CHILDREN AND FAMILIES
for
SSA Access to State Records Online
(SASRO)

Effective: November 11, 2022

Expires: November 10, 2027

SSA Agreement #66002

I. Purpose

This information exchange agreement (agreement) establishes the terms, conditions, and safeguards under which the Social Security Administration (SSA) will access, via single electronic query, certain information from the Kansas Department of Health and Environment (KDHE) (State Agency).

State records of birth, death, marriage, and divorce may help resolve some basic issues in eligibility and payment of benefits under the Social Security Act (Act), in assignment of Social Security numbers (SSN), and in prevention and detection of fraud, waste, and abuse in SSA's programs and operations. Receipt of wages and unemployment compensation payments, workers compensation payments, or other forms of benefits paid by States may affect an individual's eligibility for or amount of benefits paid under Titles II and XVI of the Act.

SSA will use the information to update SSA files of individuals, assign SSNs, and to establish and verify eligibility and payment amounts under certain benefit programs administered by SSA, as required under Titles II and XVI of the Act.

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

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

II. Legal Authority

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

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

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

III. Responsibilities of Parties

A. SSA Responsibilities

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

B. State Agency Responsibilities

1. The State Agency will provide SSA access to State Agency information via single electronic query.
 2. The State Agency will provide SSA with a State Agency-supplied personal identification number (PIN) for use when accessing information on the State Agency system.
- C. Kansas Department for Children and Families Responsibilities
1. DCF will collect information regarding SSA personnel who need direct access to the KDHE databases
 2. DCF will protect information regarding SSA personnel in accordance with Section VIII.E.

IV. Description of Records

The State Agency will provide SSA single electronic query access to Kansas Eligibility and Enforcement System, which contains Income Maintenance, Supplemental Nutrition Assistance Program (Food Stamps), and Title XIX records.

SSA will have access to the data elements specified in the attached document.

V. Notice Procedures

SSA notifies all individuals who apply for benefits that any information they provide is subject to verification, with or without their permission, through information exchanges with other agencies. SSA will provide direct notice, in writing, to all individuals or representative payees who apply for benefits at the time of application, or at least once during the life of this agreement, that their records will be matched against those of other agencies to verify their eligibility or payment amount. SSA also informs those individuals of the agency's information exchange activities in its annual cost-of-living allowance notice and through a notice on the Social Security Statement.

VI. Verification Procedures and Opportunities to Contest

A. Verification Procedures

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

B. Opportunity to Contest

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

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

VII. Records Usage, Duplication, and Redisclosure Restrictions

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

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

VIII. Security Procedures

A. Applicable Standards

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

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

B. Administrative Safeguards

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

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

applicable Federal laws. The training will be provided to all personnel prior to receiving access, and at least annually thereafter.

C. Physical Safeguards

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

D. Technical Safeguards

SSA will process the information under the immediate supervision and control of authorized personnel in a manner that will protect the confidentiality of the data, so that unauthorized persons cannot retrieve any data by computer, remote terminal, or other means. SSA will strictly limit authorization to those electronic data areas necessary for the authorized analyst to perform his or her official duties.

E. Notification of Systems Breach or Changes

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

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

F. System Connection Safeguards

SSA will provide the DCF systems security officer or the comparable official at DCF with the appropriate information regarding SSA personnel who need direct access to the KDHE databases identified in this agreement, the equipment to be used by such personnel, and the SSA-administered programs for which records accessed by the State Agency under this agreement will be used.

The DCF will use any PII obtained from SSA only for the purpose of registering SSA personnel for online access to KDHE's records. DCF will safeguard all information of SSA personnel submitted as part of the registration requirements for computer access to KDHE's records in accordance with applicable Federal, State, and local privacy statutes and regulations.

SSA's authorized personnel must enter a State Agency-supplied PIN when accessing information on the State Agency system. SSA will provide authorization to access only those records required for the authorized SSA personnel to perform their duties and responsibilities.

When an SSA employee with access credentials leaves his or her position, or no longer requires access to perform their official SSA duties, SSA shall notify State Agency that the individual's access credentials should be revoked or disabled.

IX. Controlled Unclassified Information (CUI) Requirements

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

X. Reimbursement

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

XI. Duration, Modification, and Termination of Agreement

A. Duration

The effective date of this agreement is November 11, 2022. This agreement will remain in effect for a period of five (5) years and will expire on November 10, 2027, unless terminated earlier.

B. Modification

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

C. Termination

The parties may terminate this agreement at any time upon mutual written consent. Either party may unilaterally terminate this agreement upon 90 calendar days advance written notice to the other party requesting termination. Such unilateral termination will be effective 90 calendar days after the date of the notice or at a later date specified in the notice.

XII. Persons to Contact

A. SSA Contacts:

Regional Office Contact

Kelly Lynd, Data Exchange Coordinator
Center for Disability and Program Support
Social Security Administration
601 E. 12th St, Room 1002A
Kansas City, MO 64106
Telephone: 816-936-5650
Fax: 833-914-1964
Email: Kelly.lynd@ssa.gov

Local Office Contact

Kristine Warren, Field Office Manager
Social Security Administration
600 SW Commerce Place
Topeka, KS 66615
Telephone: 888-327-1271
Fax: 833-950-2327
Email: Kristine.Warren@ssa.gov

B. State Agency Contacts:

Electronic Access

Kristi Scheve, Data Exchange Manager
Kansas Department for Children and Families
555 S. Kansas Ave, 4th Floor
Topeka, KS 66603
Telephone: 785-296-6706
Fax: 785-296-6960
Email: Kristi.Scheve@ks.gov

Bobbie Graff-Hendrixson
Director of Compliance and Contracting
Kansas Department of Health and Environment
Division of Health Care Finance
900 SW Jackson, Suite 900 North
Topeka, KS 66612
Telephone: 785-296-0149
Email: Bobbie.Graff-Hendrixson@ks.gov

XIII. Integration

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

XIV. Authorized Signatures

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this agreement.

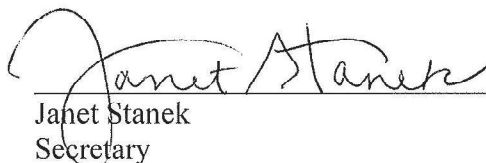
The signatories may sign this document electronically by using an approved electronic signature process. Each signatory electronically signing this document agrees that his/her electronic signature has the same legal validity and effect as his/her handwritten signature on the document, and that it has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

SOCIAL SECURITY ADMINISTRATION
REGION VII

Linda Kerr-Davis
Regional Commissioner


Date _____

KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT

_____
Janet Stanek
Secretary

Date 10/26/22

KANSAS DEPARTMENT FOR CHILDREN AND FAMILIES

_____
Laura Howard
Secretary

Date 12/13/2022

Address Detail
Associated Individuals Detail
Associated Individuals List
Case Summary
Child Care Detail
Child Care Person Detail
Child Care Person History
Child Care Program History
Child Care History
Contact Log Detail
Contact Log Entry
Contact Log Search
Contact Summary
Degrees List
Diversion Detail
Diversion Person Detail
Diversion Person History
Diversion Program History
Duplicate Person List
EDBC List
EDBC Person Line Item Detail
Energy Information List
Expungement Detail Aged Off and Expungement Detail
Expungement History
Expungement Search Aged Off and Expungement Search
Flag Detail
Flag Search
Food Stamps Detail
Food Assistance Details
Food Stamps Person Detail Food
Assistance Person Detail
Food Stamps Person History
Food Assistance Person History
Food Stamps Program History
Food Assistance Program History
Foster Care Person Detail
FSET Detail
FAET Detail
FSET Person Detail
FAET Person Detail
FSET Person History
FAET Person History
FSET Program History
FAET Program History
Hide Person

ImageNow Application
Individual Demographics Detail
Individual Demographics List
Issuance Detail
Issuance History
Issuance Search
Issuance Search Detailed Results
Journal List
KEES Homepage
Legacy Case List
LIEAP Detail
LIEAP Navigation Panel
LIEAP Person Detail
LIEAP Person History
LIEAP Program History
LTC Data Details
LTC Data List
Medicaid Detail
Medical Program Detail
Medicaid Person Detail
Medical Person Detail
Medicaid Person History
Medical Person History
Medicaid Program History
Medical Program History
Medicare Information
Medicare Information Detail
Medicare Information
Medicare Information List
New Person Detail
Registration Person Detail
New Person Search
Registration Person Search
New Person Search Results
Registration Person Search Results
Non-Customer Issuance Detail
Office Detail
Office Search
Overpayment Detail
Overpayment Summary
Person History Detail
Person Match Detail
Person Search
Person View
Position Search
Previous Case List

Program History Detail
Property List Resource List
Quality Review Detail
Quality Review Search
RCA Detail
RCA Person Detail
RCA Person History
RCA Program History
Recovery Account Detail
Recovery Account Select/Search
Resource Detail
Resource Request Detail
Resource Request Search
Resource Search
Resource Search Detailed Results
Select Case
Select Office
Select Person
Select Resource
Select Worker
SSPP Detail
SSPP Person Detail
SSPP Person History
SSPP Program History
Staff Detail
Staff Search
System Announcement Detail
System Announcement List
TANF Detail
TANF Person Detail
TANF Person History
TANF Program History
Template Repository Search
Unit Search
Welfare to Work Detail
Work Programs Detail
Welfare to Work Person Detail
Work Program Person Detail
Welfare to Work Person History
Work Program Person History
Welfare to Work Program History
Work Program History
Worker Detail
Worker Portal