

**SUPPLEMENTAL SECURITY INCOME FOR THE
AGED, BLIND, AND DISABLED**

**Agreement for Reimbursement to State
for Interim Assistance Payments
Pursuant to Section 1631(g)
of the Social Security Act**

Between

The Commissioner of the Social Security Administration

and

The State of Nebraska

The Commissioner of the Social Security Administration, hereinafter referred to as the "Commissioner," and the State of Nebraska, hereinafter referred to as the "state," for the purpose of ensuring the availability of assistance to meet basic needs of applicants for benefits under the Supplemental Security Income (SSI) program, title XVI of the Social Security Act, hereby agree to the following:

ARTICLE I

SCOPE

This Agreement covers reimbursement by the Commissioner to the state for assistance furnished by the state to individuals during "(a.) the months their Supplemental Security Income (SSI) applications are pending and (b.) during the months their SSI benefits have been suspended or terminated, if said individuals are subsequently found to be eligible for SSI payment of benefits for those months. However, a state may be reimbursed only for months during the periods described in (a.) or (b.) above in which the individuals were paid an SSI dollar amount payment and an interim assistance (IA) dollar amount payment."

ARTICLE II

DEFINITIONS

For purposes of this Agreement:

- A.** The term "Commissioner" means the Commissioner of the Social Security Administration (SSA) or his/her delegate. The term "Social Security

Administration" (SSA) is generally used interchangeably with the term "Commissioner."

- B.** The term "state" for purposes of an IA agreement means a state of the United States, the District of Columbia, or the Northern Mariana Islands. For all other purposes (for example, payment, appeals, notices) "state" also means an entity that the Commissioner deems to be a political subdivision and that such political subdivision is administratively feasible to include for participation in the interim assistance reimbursement (IAR) program. The political subdivision of the state of Nebraska administering this IA agreement is the Department of Health and Human Services.
- C.** The term "Act" means the Social Security Act.
- D.** The term "Supplemental Security Income Program" (SSI) means the Federal assistance program under title XVI of the Social Security Act.
- E.** The term "benefits" means Supplemental Security Income benefits under title XVI of the Act and any state supplementary payments under section 1616 thereof, or mandatory minimum supplementary payments under section 212 of Public Law 93-66, which the Commissioner makes on behalf of the state (or political subdivision thereof).
- F.** The term "interim assistance," (IA) means assistance furnished to the individual or on behalf of the individual, financed totally from state and/or local funds, for meeting basic needs and furnished (1) during the period beginning with the month following the month in which the individual filed an application for benefits for which he/she was found eligible to receive benefits, and ending with, and including, the month the individual's recurring monthly benefit begins, or (2) during the period beginning with the day the reinstatement was effective for a period of suspense or termination, and ending with, and including, the month the individual's recurring monthly benefit resumes.
- G.** The term "basic needs," as used in the context of the IAR program, includes essential items for everyday living which cannot be put off until an SSI eligibility determination is made by SSA. Essential items can be food, clothing, shelter, transportation to obtain basic needs, and emergency medical needs that are not reimbursable, either wholly or partially, under another Federal program. This list is not all inclusive and SSA may have to evaluate a claim the state identifies as a basic need.
- H.** The term "retroactive benefits" means the SSI benefits used to compute the amount due the state for the IA period discussed in Article II, paragraph F. This term applies only to the initial retroactive payment for initial claims and posteligibility cases. The retroactive benefits do not include any emergency advance payments authorized under section 1631(a)(4)(A) of the Act, any

presumptive disability/blindness payments authorized under section 1631(a)(4)(B), or any immediate payments authorized under section 1631(a)(1).

- I. The phrase "an amount of money based on the Interim Assistance Reimbursement (IAR) amount claimed by the state and the amount of retroactive SSI money available to pay the state" describes the amount of IAR money SSA pays to the state.
- J. The term "authorization" means the form used by the state to obtain an individual's written permission for the Commissioner to withhold the individual's initial claims retroactive payment or posteligibility retroactive payment and send the appropriate IAR amount to the state. The individual and a state representative must sign the authorization form. This form must include the language specified in Article IV, Paragraph A and be approved by the state and Commissioner.
- K. The term "protective filing" means a written statement by an individual indicating the intent to file for SSI benefits. The written statement must be received at an SSA office or another Federal or state office designated by the Commissioner to receive applications on behalf of the Commissioner, or by a person so authorized. For purposes of this Agreement, the term "protective filing" is limited to the written authorization defined in Article II, Paragraph J.

ARTICLE III

FUNCTIONS TO BE PERFORMED BY THE COMMISSIONER

The Commissioner shall:

- A. Send to the state or the state's designated financial institution, when feasible for both parties, an amount of money based on the IAR amount claimed by the state and the amount of retroactive SSI money available to pay the state for initial claims or posteligibility cases as IAR as defined in Article II, paragraph F. This reimbursement amount represents money paid by the state to an individual for whom a signed copy of an authorization, as defined in Article II, Paragraph J., has been received by the Commissioner, or by a Federal or state office designated by the Commissioner to receive applications, prior to the date of payment.
- B. Provide information to the state in order to assist the state in complying with the terms of the Agreement.
- C. Perform such other functions as may be required by the terms of this Agreement.

ARTICLE IV

FUNCTIONS TO BE PERFORMED BY THE STATE

- A.** The state shall provide to the Commissioner a list of political subdivisions of a state that the Commissioner deems to be administratively feasible to include for participation in the IAR program based on scope and size. The state shall obtain a written, signed, and dated authorization for the reimbursement of IA for each individual who has received or will receive IA (model language attached at Appendix A). The state shall send to SSA the authorization form (manual states or political subdivisions), or notify SSA of the receipt and date of the receipt of the authorization (automated states or political subdivisions).

The authorization form must, at a minimum, provide language that advises the individual that:

1. For initial SSI claims, SSA can use this form to protect the individual's filing date. By signing the authorization the individual is indicating the intention to file for SSI benefits if he/she has not already filed an application. The individual has sixty (60) days from the date the state receives the authorization to file for SSI. If the individual files within the 60-day time period, the filing can be as early as the date he/she signed this authorization. If the individual files after the 60-day time period this form will not protect the filing date. The filing date will be later than the date he/she signs this form.
2. For initial SSI claims, the period for the life of the authorization is twelve (12) months if the individual does not apply for SSI within the 12-month period. The 12-month period
 - begins with the date SSA receives an authorization, signed by the individual and a representative, (in the case of a manual state or political subdivision), or
 - begins with the date that the state notifies SSA by an automated system that it has received an authorization, signed by the individual and a state representative, (in the case of an automated state or political subdivision), and
 - ends 12 months later.

The authorization is not binding on the applicant unless the state notifies the Commissioner of receipt of the authorization within thirty (30) calendar days

- of the date the individual signed the authorization (manual state or political subdivision), or
- of matching the applicant's record on the state's general assistance eligibility files with a pending SSI record (automated state or political subdivision).

If the individual applies for SSI before the end of the 12-month life of the authorization or has already applied for SSI before the life of the authorization begins, the life of the authorization will be extended beyond the 12-month period, until :

- the Commissioner makes the first payment of retroactive SSI benefits following the suspension or termination on the individual's benefits; or
- the Commissioner makes a final determination on the case and no timely request for review is filed, or
- the state and the individual agree to terminate the authorization.

If one of the events listed above occurs before the expiration of the 12-month period, the authorization will cease to be in force as of the date of the occurrence of the event.

3. For posteligibility cases, the period for the life of the authorization is twelve (12) months. The 12-month period:

- begins the date the individual signed the authorization (manual state or political subdivision), or
- begins with the date that the state notifies SSA by an automated system that it has received an authorization, signed by the individual and a state representative, (in the case of an automated State or political subdivision), and
- ends 12 months later.

The authorization is not binding on the individual unless the state notifies the Commissioner of receipt of the authorization within thirty (30) calendar days

- of the date the individual signed the authorization (manual state or political subdivision), or

- of matching the individual's record on the state's general assistance eligibility file with a pending SSI record (automated state or political subdivision).

The life of the authorization will remain in effect the longest of the 12-month period, or until the end of the maximum period permitted under regulations at Subpart N of 20 CFR 416 within which to request administrative or judicial review of the Commissioner's determination to suspend or terminate the individual's SSI benefits, unless the individual files a request within the time for such review. If one of the following events occurs earlier than the 12-month period, the authorization will cease to have effect as of the date that

- the Commissioner makes the first payment of retroactive SSI benefits following the suspension or termination of the individual's benefits; or
 - the Commissioner makes a final determination on the posteligibility case and no timely request for review is filed; or
 - the state and the individual agree to terminate the authorization.
4. Within 10 working days of receipt of the reimbursement from SSA, the state shall provide to the individual a written notice (copy attached hereto at Appendix B) explaining
- (1) the amount of the IA payment the state paid to the recipient, and
 - (2) that SSA will send the individual a letter about how the remaining SSI money (if any) due him/her will be released by SSA, and
 - (3) the individual's right to a hearing as described in Article IV A.5.
5. The individual shall have the right to a hearing from the state respecting any matter for which the individual believes he or she has been aggrieved by action taken by the state under section 1631(g) of the Act.

- B.** The state or political subdivisions within the state using the manual process and listed in Appendix C will forward the authorization, signed by the individual and a state representative, to the Commissioner within thirty (30) calendar days of the date the individual signed the authorization and shall retain a copy of the authorization in accordance with the provisions of Article VIII.
- C.** The state or political subdivisions within the state using an automated process and listed in Appendix D will forward through an automated processing method acceptable to the Commissioner and the state the following information: (1) that

the state has received the authorization and (2) the date that the individual and a state representative, signed the authorization. This information will be forwarded to the Commissioner within thirty (30) calendar days of matching the individual's record on the state's general assistance eligibility file with a pending SSI record. The state shall retain a copy of the authorization in accordance with the provisions of Article VIII.

- D. The state shall inform the Commissioner, according to Article V A., of the amount of IA the state furnished to the individual or on behalf of such individual, financed wholly from state or local funds, for meeting basic needs. The state must have furnished IA (1) during the period the individual was found eligible for SSI benefits or (2) during the period the individual was subsequently found eligible for SSI after a period of suspense or termination. For initial claims the IA period begins the first month in which the individual is found eligible to receive SSI benefits. For posteligibility cases the IA period begins the day of the month the reinstatement is effective and, for initial claims and posteligibility cases the period ends with and includes the month the individual's monthly recurring SSI benefit begins or resumes. SSA will identify and send to the state the applicable months using the electronic process.
- E. Within 10 working days of receipt of the reimbursement from SSA, the state shall provide to the individual a written notice with a detailed explanation of the information described in Article IV A.4.
- F. The state shall comply with such other rules as the Commissioner finds necessary to achieve efficient and effective administration of IAR procedures and to carry out the purposes of the SSI program.
- G. The state shall perform such other functions as may be required by the terms of this agreement.

ARTICLE V

ACCOUNTING REPORTS

- A. Using electronic mail (email) and a secure Internet-based process, SSA will provide to the states a list of SSI cases where the individuals were found eligible to receive SSI and whose records indicate that IAR is involved. SSA will identify all months for which the IA payment amount should be entered. Within ten (10) working days from the date the state receives the list of months in the IAR period, the state shall, using the same Internet based process, submit the requested IA payment accounting to SSA on an individual case basis. This accounting report will consist of the amount of the IA payments made for the individual for each of the months identified by SSA.

SSA will compute the amount of IAR due the state and transmit the payment to an account in a financial institution designated by the state to receive the IAR

payments. Using the secure internet based process, SSA will notify the state of the IAR payment amount and make available to the state the details of the computation used to arrive at the IAR payment amount.

If the state fails to transmit the requested IA payment information within ten (10) working days from the date the state received the list of months in the IAR period, SSA will begin to flag the case. This flagged case will be transmitted on a daily basis to the state as a follow-up request for the accounting information. If the state fails to transmit the information to SSA within fifteen (15) working days after the tenth working day of the original request, SSA will release the retroactive amount to the individual through its applicable processing procedures.

In these situations, the state may choose to ask the individual for any IAR the state may be due. However, the Commissioner will not be a party to or responsible for participating in the state's efforts to recover any IAR due the state under these circumstances.

- B.** The aggregate of all reports referred to in Article V A that are received by the Commissioner in each fiscal year shall constitute the state's report for such fiscal year.

ARTICLE VI

RESOLUTION OF DISPUTES

- A.** If SSA and the state are unable to agree on any item in dispute arising under this Agreement, the state may request the Commissioner to make a determination. Within 90 days from the receipt of such request, the Commissioner, or his/her designee, shall make a determination in writing with a full explanation thereof, or provide written notification of the reason such determination cannot be made, what further information or action by the parties may be required, and within what time period a determination is expected to be made. This determination shall be final and conclusive. Pending the decision of the Commissioner, the state and SSA shall proceed diligently with performance of this Agreement.
- B.** Nothing in this Agreement shall be construed to waive the state's right to seek judicial review by a court of competent jurisdiction of both findings of fact and conclusion of law contained in the Commissioner's decision or to enforce its rights under this Agreement by any available remedy. Nothing in this Agreement shall be construed as waiving the Commissioner's rights to assert lack of jurisdiction with respect to any suit brought under this Agreement, or to enforce the Commissioner's rights under this Agreement by available remedies.

ARTICLE VII

ADMINISTRATIVE COSTS

While performing their functions and duties under this Agreement, neither the state nor the Commissioner shall pay to the other any costs of administration incurred by the other.

ARTICLE VIII

EXAMINATION AND RETENTION OF RECORDS

- A.** The state agrees that the Commissioner and the Comptroller General of the United States (including their duly authorized representatives) have access to and the right to examine any pertinent books, documents, papers, and records of the state for purposes of verifying transactions with respect to matters covered by this Agreement.
- B.** The state shall retain each authorization it receives (or a copy thereof) for a total of three (3) years from the date the authorization is signed by the state representative and for such longer period as is required for completion or resolution of the audits, litigation, or other actions involving such records of which the state has actual notice and which are commenced before the end of the 3-year period.
- C.** The state shall retain a paper or electronic copy of the state's completed accounting report of IAR payments for each individual for three (3) years from the end of the federal fiscal year for which the report pertains. SSA shall retain electronic records for all IAR cases processed using the secure Internet based process. These reports can be queried and/or printed on demand by the state. At the state's option, the state can rely upon these SSA retained records to meet the retention requirement in the instant paragraph instead of keeping a separate copy of the report.
- D.** The state shall retain a copy of each written notice furnished to an individual as set forth in Article IV E. (for both initial claims and posteligibility cases) for three (3) years from the end of the federal fiscal year for which the notice pertains.

ARTICLE IX

CONFIDENTIAL NATURE AND LIMITATION ON USE OF INFORMATION AND RECORDS

- A.** The purpose of this Article is to set forth the procedures for safeguarding the confidentiality of IAR data and personally identifiable information (PII) exchanged between the Commissioner and the state, and imposing limitations on the use of that data. The information obtained from the Commissioner under this agreement is subject to the Privacy Act and will be treated and safeguarded accordingly. IAR data includes:
- the authorization form as defined in Article II J.;
 - the automated data that the state transmits to the Commissioner pursuant to Article IV D. (for both initial claims and posteligibility cases);
 - the notice provided to individuals pursuant to Article IV E. (initial claims and posteligibility cases); and
 - the electronic accounting information SSA sends to the state, pursuant to Article V.; and any other information provided to the state by the Commissioner pursuant to Article III.

PII includes:

- Social Security Number
 - Name of individual
 - Date of Birth
 - Address of individual
- B.** The Commissioner will adopt policies and procedures to ensure that SSA will use the IAR data obtained from the state under this Agreement only for purposes of carrying out this Agreement and will disclose such data only as permitted by Federal law (e.g., 42U.S.C. subsection 1306(a), 5 U.S.C. subsections 552 and 552a, and implementing regulations 20 CFR Part 401).
- C.** The state will adopt policies and procedures to ensure that it will use the IAR data obtained from the Commissioner under this Agreement only for purposes of carrying out this Agreement and will disclose such data for other purposes only with the prior approval of the Commissioner.
- D.** The state agrees to comply with the requirements of the Federal Information Security Management Act (FISMA) (Public Law 107-347, Title III, section 301) as it applies to the electronic storage, transport of records between agencies, and

the internal processing of records received by the state under the terms of this agreement. SSA reserves the right to conduct onsite inspections to monitor compliance with FISMA regulations during the lifetime of this agreement.

E. The following minimum safeguards will be afforded by the Commissioner and the state to IAR data exchanged under this Agreement:

1. Access to the data will be restricted to only those authorized employees and officials who need it to perform their official duties in connection with the intended use of the data;
2. The data will be stored using a secure Internet process or 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 data will be processed under the immediate supervision and control of authorized personnel in a manner which will protect the confidentiality of the data, and in such a way that unauthorized persons cannot retrieve the data by means of computer, remote terminal or other means; and
4. All personnel who will have access to the data will be advised of the confidential nature of the information, the safeguards required to protect the information and the sanctions for noncompliance with those safeguards contained in the applicable federal and state statutes.

F. In addition, the Commissioner reserves the right to make onsite inspections or to make other provisions to ensure that adequate safeguards are being maintained.

G. Incident Reporting

The state will ensure that its employees properly safeguard PII furnished by SSA under this agreement from loss, theft or inadvertent disclosure. The state will ensure that its employees understand that they are responsible for safeguarding this information at all times, regardless of whether or not the state employee or the contractor/agent is at his or her regular duty station.

The state will ensure that laptops and other electronic devices/media containing PII and used by its employee are encrypted and/or password protected.

The state will ensure that when it sends email containing PII its employees do so only from and to addresses that are secure or that they have encrypted the email.

The state will ensure that its employees working under this agreement adhere to the procedures listed in this agreement.

The state will ensure that its employees limit disclosure of the information and

details relating to a PII loss only to those with a need to know.

The state will establish procedures to ensure that when a state employee becomes aware of the possible or suspected loss of PII, the state systems security issues contact or equivalent is immediately notified of the incident. The state will then notify the SSA regional office contact or if for some other reason, e.g., it is outside the regional office's normal business hours, the state will call SSA's Network Customer Service Center (NCSC) at 410-965-7777 or toll free at 1-888-772-6111.

The state will provide updates as they become available to the SSA systems security issues contact. The state and/or contractor/agent will use the required worksheet (Appendix F) supplied by SSA to quickly gather and organize information about the incident.

If SSA determines that the risk of harm requires notification of affected individual persons of the security breach and/or other remedies, the state agrees to carry out these remedies without cost to SSA.

ARTICLE X

TERMS OF AGREEMENT

This Agreement shall begin on November 20, 2010, and will be automatically renewed for successive periods of one (1) year thereafter (commencing on October 1st of each such year), unless the state or the Commissioner gives written notice not to renew at least thirty (30) days before the end of the then current period. [Comment: A lowercase "L" was used instead of the number "1." They look similar in many fonts].

Notwithstanding Article XI B, or any other provision of this Agreement, if the Commissioner deems it necessary, he may modify the starting date of this Agreement by giving the state thirty (30) days written notice and by providing the state with a copy of the modification .

ARTICLE XI

TERMINATION AND MODIFICATION OF AGREEMENT

- A.** The state or the Commissioner may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B.** This Agreement may be modified in writing at any time by mutual consent of the parties hereto.

- C. If this Agreement is terminated in any manner (including nonrenewal), the accounting requirements described in Article V shall continue to apply for all initial claims or posteligibility cases received by the state from the Commissioner prior to such termination.
- D. If this Agreement is terminated by either party, the Commissioner and the state agree that all cases for which the state has obtained an authorization as required by Article IV, Paragraph A., shall be processed in accordance with the provisions of this Agreement.

In Witness whereof, the parties hereby execute this Agreement this

19 day of November 2010.

COMMISSIONER OF

SOCIAL SECURITY

BY:

Jeff W. Gordon
Regional Commissioner
(TITLE)

State OF Nebraska

BY:

Kerry Winterer

CEO, NE Department of Health & Human Services (NE DHHS)
(TITLE)

I, Brad Gianakos, certify that I am the Attorney General* of the State of NE; that Kerry Winterer who signed this Agreement on behalf of the state was then the CEO of NE DHHS of said state; and that he/she is authorized to enter into agreements of this nature on behalf of the state and that there is authority under the laws of the State of NE to carry out all the functions to be performed by the state as provided herein and comply with the terms of this Agreement.

Brad Gianakos Signature of Counsel

Signature of Counsel

*Or legal counsel for the state Agency