

FINAL-4-2-02  
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 \_\_\_\_\_

The Commissioner of the Social Security Administration, hereinafter referred to as the "Commissioner," and the State of \_\_\_\_\_, 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

**Unless otherwise noted use all language that follows throughout this Agreement:**

**Use the following language if the State elects to be reimbursed only for initial claims:** "the months their SSI applications are pending. However, a State may be reimbursed only for months during the periods in which the individual was paid both an SSI dollar amount payment and an interim assistance (IA) dollar amount payment."

**Use the following language if the State elects to be reimbursed only for initial posteligibility:** "the months their SSI benefits have been suspended or terminated, if said individuals are subsequently found to be eligible for payment of SSI benefits for those months. However, a State may be reimbursed only for months during the periods in which the individual was paid both an SSI dollar amount payment and an IA dollar amount payment."

**"Use the following language if the State elects to be reimbursed for initial claims and initial posteligibility:** "(a.) the months their 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 individual was paid both 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.
- 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 \_\_\_\_\_ administering this IA agreement is the \_\_\_\_\_.
- C. The term "Act" means the Social Security Act.
- D. 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).
- E. **Use the following language if the State elects to be reimbursed only for initial claims:** The term "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 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 benefits

began.

**Use the following language if the State elects to be reimbursed only for initial posteligibility:** The term "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 during the period beginning with the day the individual's benefits were reinstated after a period of suspense or termination, and ending with (and including) the month the individual's benefits were resumed.

**Use the following language if the State elects to be reimburse for initial claims and initial posteligibility:** 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 benefits began, and (2) during the period beginning with the day the individual's benefits were reinstated after a period of suspense or termination, and ending with (and including) the month the individual's benefits were resumed.

- F. Use the following language if the State elects to be reimbursed only for initial claims:** The term "initial payment" means the first payment with respect to the IA period discussed in E. above, but does not include any emergency advance payments authorized under section 1631(a)(4)(A) of the Act, any presumptive disability/blindness payment authorized under section 1631(a)(4)(B), or any immediate payments authorized under section 1631(a)(1).

**Use the following language if the State elects to be reimbursed only for initial posteligibility:** The term "initial posteligibility payment" means the first payment with respect to the IA period discussed in E. above, but does not include any emergency advance payments authorized under section 1631(a)(4)(A) of the Act, any presumptive disability/blindness payment authorized under section 1631(a)(4)(B), or any immediate payments authorized under section 1631(a)(1).

**Use the following language if the State elects to be reimbursed for initial claims and initial posteligibility:** The terms "initial claims" and "initial posteligibility payment" mean the first payment with respect to the IA

period discussed in E. above, but does not include any emergency advance payments authorized under section 1631(a)(4)(A) of the Act, any presumptive disability/blindness payment authorized under section 1631(a)(4)(B), or any immediate payments authorized under section 1631(a)(1).

- G.** The phrase "amount equal to the amount of initial payment [or initial posteligibility payment] available to the State as IA reimbursement" means that portion of the initial (or initial posteligibility) payment that the State can claim as reimbursement. In certain situations, the Commissioner is required by the Act to control the release of an individual's retroactive payment. In these situations, if SSA were to release the initial payment or initial posteligibility to the State and the State released a residual amount to the individual, the individual might be paid in a manner contrary to the Act. To prevent this, when SSA identifies such a situation, SSA will ask the State to determine the amount it is entitled to be reimbursed, and SSA will then release that amount to the State.
- H.** The term "Supplemental Security Income Program" means the Federal assistance program under title XVI of the Social Security Act.
- I.** The term "authorization" means the form used by the State to obtain an SSI applicant's written permission for the Commissioner to withhold the individual's initial payment or initial posteligibility payment and send such payment to the State. This form must include the language specified in Article IV, Paragraph A and be approved by the State and Commissioner.
- J.** The term "protective filing" means a written Statement by an individual indicating an intent to claim SSI benefits 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 I.

### 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) the initial payment **[if initial posteligibility is applicable, include the following: "initial posteligibility payment"]**(or "an amount equal to the amount of initial payment **[or initial posteligibility payment]** available to the State as IA reimbursement" as defined in Article II, paragraphs F. and G., in situations where the Commissioner is required to control the release of the individual's retroactive payment) for any such individual for whom a signed copy of an authorization, as defined in Article II, Paragraph I., 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

The State shall:

- A. For 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, obtain a written, signed, and dated authorization for the reimbursement of IA (models attached hereto at Appendix A), for each individual who has received or will receive IA, and whose initial payment **[if initial posteligibility is applicable, include the following: "or initial posteligibility payment"]** or "amount equal to the amount of the initial payment **[and/or initial posteligibility payment]** available to the State as IA is to be sent to the State or *the State's* designated financial institution pursuant to Article III, Paragraph A and (in the case of a manual State)

furnish a copy of the authorization or notify the Commissioner of the receipt and date of receipt of the authorization (in the case of an automated State). The authorization form must, at a minimum, provide language that advises the individual that:

**Use the following language if the State elects to be reimbursed only for initial claims:**

1. For initial SSI claims, the period for the life of the authorization is one (1) calendar year if the individual does not apply for SSI within the one-year period. The one year period begins with the date SSA receives the signed authorization (in the case of a manual State) or the date that the State notifies SSA by an automated system that it has received a signed authorization (in the case of an automated State) and ends one calendar year later. In addition, if the State does not notify the Commissioner within **thirty (30) calendar days** of the date the individual signed the authorization, the authorization is not binding on the applicant. (This condition is intended to assure that the State acts on the authorization in a reasonably prompt manner.). However, if the individual applies for SSI before the end of the one year life of the authorization period or has already applied for SSI before the period for the life of the authorization begins, the period for the life of the authorization will be extended beyond the one year period, until such time as:
  - The Commissioner makes the first payment of SSI retroactive benefits on the individual's claim; or
  - The Commissioner makes a final determination on the claim 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 one-year calendar period, the authorization will cease to be in force as of the date of the occurrence of such an event.

2. After deducting from the individual's initial payment received from the Commissioner an amount sufficient to reimburse the State for IA paid the individual, the State shall promptly provide to the individual a written notice (copy attached hereto at Appendix B)

explaining the amount of the initial payment it received from the Commissioner and the excess amount (if any) due the individual and shall pay the excess amount (if any) to such individual within **ten (10) working days** of the receipt of said payment from the Commissioner.

3. The State shall complete and return an SSA accounting form to a designated SSA office within **30 calendar days** of the date SSA forwarded or transmitted such form to the State. However, for situations in which the Commissioner is required by law to restrict the manner in which the residual amount of retroactive SSI payments may be paid to the individual, the State shall complete and return the SSA accounting form to a designated SSA office within **10 working days** of the date SSA forwarded or transmitted the form to the State. If a State does not forward or transmit the accounting form to SSA within **10 working days** of the date it was forwarded or transmitted to the State, SSA will forward or transmit to the State a follow-up request for the completion and return of that form. If a State fails to return the form to the designated SSA office within **15 working days** of the follow-up request, SSA will release the retroactive amount to the individual through its applicable processing procedures to protect the individual from hardship that may arise from the State's failure to comply with SSA's IAR processing requirements. 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.
  4. Such 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 may receive on the Commissioner's behalf, the authorization as an intent by the individual to claim SSI benefits (a protective filing) for all political subdivisions within the State as identified in appendix C of this Agreement.
- C.** Political subdivisions of the State listed in Appendix C that use a manual process will forward the authorizations to the Commissioner within **thirty (30) calendar days** of obtaining the authorizations and shall retain copies of such

authorizations in accordance with the provisions of Article VIII.

- D.** Political subdivisions of the State listed in Appendix D that use an automated process will forward via an automated data processing method acceptable both to the Commissioner and the State information: (1) that the State has received such authorization and (2) the date that the State and the claimant signed the authorization. This information will be forwarded to the Commissioner within **thirty (30) calendar days** of matching the applicant's record on the State's general assistance eligibility file with a pending SSI record and the State shall retain copies of such authorizations in accordance with the provisions of Article VIII.
- E.** For situations in which the Commissioner is not required by law to restrict the manner in which the residual amount of retroactive SSI payments may be paid to the individual:
1. Deduct from the initial payment received from the Commissioner, with respect to an individual, an amount sufficient as reimbursement for IA furnished on behalf of such individual in months during which the individual was found eligible for SSI, from the first month in which such individual was found to be eligible for SSI benefits, and ending with and including the month payment of such individual's SSI benefits began.
  2. Pay any residual amount of the initial payment received from the Commissioner to the individual within 10 working days from the date the State receives the initial payment.
- F.** For situations in which the Commissioner is required by law to restrict the manner in which the residual amount of retroactive SSI payments may be paid to the individual:

Inform the Commissioner, according to Article V, Paragraph B, of the amount of reimbursement claimed for IA the State furnished on behalf of such individual in months during which the individual was found eligible for SSI, from the first month in which such individual was found to be eligible for SSI benefits, and ending with and including the month payment of such individual's SSI benefits began.



- G.** Provide to the individual within **ten (10) working days** of the date that the State receives the initial payment a written notice explaining:
1. The amount of the payment received from the Commissioner for IA:
  2. The excess amount (if any) due the individual; and
  3. The opportunity for a hearing with respect to any action taken by the State pursuant to the implementation of this Agreement by which the individual believes he or she has been aggrieved.

If an individual dies after executing an authorization but before receiving the written notice and payment of the excess amount required by the preceding sentence, the State shall, within the prescribed time limit, provide such explanation and pay such balance to the Commissioner rather than to anyone else on behalf of the individual.

- H.** 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.
- I.** Perform such other functions as may be required by the terms of this Agreement.

**Use the following language if the State elects to receive reimbursement only for initial posteligibility cases:**

1. For initial posteligibility cases, the period for the life of the authorization is one (1) calendar year. The one year period begins with the date SSA receives the signed authorization (in the case of a manual State) or the date that the State notifies SSA by an automated system that it has received a signed authorization (in the case of an automated State) and ends one calendar year later. In addition, if the State does not notify the Commissioner within thirty (30) calendar days of the date the individual signed the authorization, the authorization is not binding on the applicant. (This condition is intended to assure that the State acts on the authorization in a reasonably prompt manner.). The life of the authorization will remain in effect for that one year 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, whichever period of time is longer, unless the individual files a request within the time for such review, or one of the following events occurs earlier, in which case the Authorization will cease to have effect as of the date of such event:

- The Commissioner makes the first posteligibility payment of retroactive SSI benefits following the suspension or termination of the individual's benefits; or
- The Commissioner makes a final determination on the claim 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 one-year calendar period, the authorization will cease to be in force as of the date of the occurrence of such an event.

2. After deducting from the individual's payment received from the Commissioner an amount sufficient to reimburse the State for IA paid the individual, the State shall promptly provide to the individual a written notice (copy attached hereto at Appendix B) explaining the amount of the initial posteligibility payment it received from the Commissioner and the excess amount (if any) due the individual and shall pay the excess amount (if any) to such individual within **ten (10) working days** from the date it received said payment from the Commissioner.
3. The State shall complete and return the SSA accounting form to a designated SSA office within **30 calendar days** of the date SSA forwarded or transmitted the form to the State. However, for situations in which the Commissioner is required by law to restrict the manner in which the residual amount of retroactive SSI payments may be paid to the individual, the State shall complete and return the SSA accounting form to a designated SSA office within **10 working days** of the date SSA forwarded or transmitted the form to the State. If a State does not forward the accounting form to SSA within **10 working days** of the date it was

forwarded to the State, SSA will forward the State a follow-up request for the completion and return of that form. If a State fails to return the form to the designated SSA office within **15 working days** of the follow-up request, SSA will release the retroactive amount to the individual through its applicable processing procedures to protect the individual from hardship that may arise from the State's failure to comply with SSA's IAR processing requirements. 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.

4. Such 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. Political subdivisions of the State listed in Appendix C that use a manual process will forward the authorizations to the Commissioner within **thirty (30) calendar days** of obtaining the authorizations and shall retain copies of such authorizations in accordance with the provisions of Article VIII.
  - C. Political subdivisions of the State listed in Appendix D that use an automated process will forward via an automated data processing method acceptable both to the Commissioner and the State information: (1) that the State has received such authorization and (2) the date that the State and the claimant signed the authorization. This information will be forwarded to the Commissioner within **thirty (30) calendar days** of matching the applicant's record on the State's general assistance eligibility file with a pending SSI record and the State shall retain copies of such authorizations in accordance with the provisions of Article VIII.
  - D. For situations in which the Commissioner is not required by law to restrict the manner in which the residual amount of retroactive SSI payments may be paid to the individual:
    1. Deduct from the initial posteligibility payment received from the Commissioner, with respect to an individual, an amount sufficient as reimbursement for IA furnished on behalf of such individual in months during which the individual was found eligible for SSI, from the day of the month such individual's payment of

SSI benefits were subsequently reinstated after a period of suspense or termination, and ending with and including the month such individual's SSI benefits were resumed.

2. Pay any residual amount of the payment received from the Commissioner to the individual.

- E.** For situations in which the Commissioner is required by law to restrict the manner in which the residual amount of retroactive SSI payments may be paid to the individual:

Inform the Commissioner, according to Article V, Paragraph B, of the amount of reimbursement claimed for IA the State furnished on behalf of such individual in months during which the individual was found eligible for SSI, from the day of the month such individual's SSI benefits were subsequently reinstated after a period of suspense or termination, and ending with and including the month such individual's SSI benefits were resumed.

- F.** Provide to the individual within **ten (10) working days** from the date the State receives the initial posteligibility payment a written notice explaining:

1. The amount of the initial posteligibility payment received from the Commissioner for IA:
2. The excess amount (if any) due the individual; and
3. The opportunity for a hearing with respect to any action taken by the State pursuant to the implementation of this Agreement by which the individual believes he or she has been aggrieved.

If an individual dies after executing an authorization but before receiving the written notice and payment of the excess amount required by the preceding sentence, the State shall, within the prescribed time limit, provide such explanation and pay such balance to the Commissioner rather than to anyone else on behalf of the individual.

- G.** 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.
- H.** Perform such other functions as may be required by the terms of this Agreement.

**Use the following language if the State elects to receive reimbursement for initial claims and initial posteligibility:**

1. For initial SSI claims, the period for the life of the authorization is one (1) calendar year if the individual does not apply for SSI within the one year period. The one year period begins with the date SSA receives the signed authorization (in the case of a manual State) or the date that the State notifies SSA by an automated system that it has received a signed authorization (in the case of an automated State) and ends one calendar year later. In addition, if the State does not notify the Commissioner within thirty (30) calendar days of the date the individual signed the authorization, the authorization is not binding on the applicant. (This condition is intended to assure that the State acts on the authorization in a reasonably prompt manner.) However, if the individual applies for SSI before the end of the one year life of the authorization period or has already applied for SSI before the period for the life of the authorization begins, the period for the life of the authorization will be extended beyond the one year period, until such time as:
  - The Commissioner makes the first payment of retroactive SSI benefits on the individual's claim; or
  - The Commissioner makes a final determination on the claim 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 one-year calendar period, the authorization will cease to be in force as of the date of the occurrence of such an event.

2. For initial posteligibility cases, the period for the life of the authorization is one (1) calendar year. The one year period begins with the date SSA receives the signed authorization (in the case of a manual State) or the date that the State notifies SSA by an automated system that it has received a signed authorization (in the case of an automated State) and

ends one calendar year later. In addition, if the State does not notify the Commissioner within thirty (30) calendar days of the date the individual signed the authorization, the authorization is not binding on the applicant. (This condition is intended to assure that the State acts on the authorization in a reasonably prompt manner.). The life of the authorization will remain in effect for that one year 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, whichever period of time is longer, unless the individual files a request within the time for such review, or one of the following events occurs earlier, in which case the authorization will cease to have effect as of the date of such event:

- The Commissioner makes the first posteligibility payment of retroactive SSI benefits following the suspension or termination of the individual's benefits; or
- The Commissioner makes a final determination on the claim 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 one-year calendar period, the authorization will cease to be in force as of the date of the occurrence of such event.

3. After deducting from the individual's initial payment or payment received from the Commissioner an amount sufficient to reimburse the State for IA paid the individual, the State shall promptly provide to the individual a written notice (copy attached hereto at Appendix B) explaining the amount of the initial payment or payment it received from the Commissioner and the excess amount (if any) due the individual and shall pay the excess amount (if any) to such individual within **ten (10) working days** of the date of the receipt of said payment from the Commissioner.
4. The State shall complete and return an SSA accounting form to a designated SSA office within **30 calendar days**

of the date SSA forwarded such form to the State. However, for situations in which the Commissioner is required by law to restrict the manner in which the residual amount of retroactive SSI payments may be paid to the individual, the State shall complete and return the SSA accounting form to a designated SSA office within **10 working days** of the date SSA forwarded the form to the State. If a State does not forward the accounting form to SSA within **10 working days** of the date it was forwarded or transmitted to the State, SSA will forward the State a follow-up request for the completion and return of that form. If a State fails to return the form to the designated SSA office within **15 working days** of the follow-up request, SSA will release the retroactive amount to the individual through its applicable processing procedures to protect the individual from hardship that may arise from the State's failure to comply with SSA's IAR processing requirements. 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.

5. Such 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 may receive on the Commissioner's behalf, the authorization as an intent by the individual to claim SSI benefits (a protective filing) for all political subdivisions within the State as identified in appendix C of this Agreement.
- C. Political subdivisions of the State listed in Appendix C that use a manual process will forward the authorizations to the Commissioner within **thirty (30) calendar days** of obtaining the authorizations and shall retain copies of such authorizations in accordance with the provisions of Article VIII.
- D. Political subdivisions of the State listed in Appendix D that use an automated process will forward via an automated data processing method acceptable both to the Commissioner and the State information: (1) that the State has received such authorization and (2) the date that the State and the claimant signed the authorization. This information will be forwarded to the Commissioner within **thirty (30) calendar**

**days** of matching the applicant's record on the State's general assistance eligibility file with a pending SSI record and the State shall retain copies of such authorizations in accordance with the provisions of Article VIII.

**E.** For situations in which the Commissioner is not required by law to restrict the manner in which the residual amount of retroactive SSI payments may be paid to the individual:

1. Deduct from the initial payment or posteligibility payment received from the Commissioner, with respect to an individual, an amount sufficient as reimbursement for IA furnished on behalf of such individual in months during which the individual was found eligible for SSI, from the first month in which such individual was found eligible for SSI benefits, and ending with and including the month payment of such individual's SSI benefits began [**if posteligibility is applicable, include the following**", and/or from the day of the month such individual's payment of SSI benefits were subsequently reinstated after a period of suspense or termination, and ending with and including the month such individual's SSI benefits were resumed"].
2. Pay any residual amount of the initial payment or initial posteligibility payment received from the Commissioner to the individual within **ten (10) working days** from the date the State receives the initial payment or initial posteligibility payment.

**F.** For situations in which the Commissioner is required by law to restrict the manner in which the residual amount of retroactive SSI payments may be paid to the individual:

Inform the Commissioner, according to Article V, Paragraph B, of the amount of reimbursement claimed for IA the State furnished on behalf of such individual in months during which the individual was found eligible for SSI, from the first month in which such individual was found eligible for SSI benefits, and ending with and including the month payment of such individual's SSI benefits began, [**if posteligibility is applicable, include the following**", and/or from the day of the month such individual's payment of SSI benefits were subsequently reinstated after a period of suspense or termination, and ending with and including the month such individual's SSI benefits were resumed"]



- G.** Provide to the individual within **ten (10) working days** from the date the State receives the initial payment or initial posteligibility payment a written notice explaining:
1. The amount of the initial payment [**if posteligibility is applicable, include the following: "or initial posteligibility payment"**] received from the Commissioner for IA;
  2. The excess amount (if any) due the individual; and
  3. The opportunity for a hearing with respect to any action taken by the State pursuant to the implementation of this Agreement by which the individual believes he or she has been aggrieved.

If an individual dies after executing an authorization but before receiving the written notice and payment of the excess amount required by the preceding sentence, the State shall, within the prescribed time limit, provide such explanation and pay such balance to the Commissioner rather than to anyone else on behalf of the individual.

- H.** 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.
- I.** Perform such other functions as may be required by the terms of this Agreement.

## ARTICLE V

### ACCOUNTING REPORTS

- A.** For situations in which the Commissioner is not required by law to restrict the manner in which the residual amount of retroactive SSI payments may be paid to the individual:
1. The State shall submit a report on Form SSA-8125 or other SSA approved accounting form for each initial payment [**if initial posteligibility is applicable, include the following: " and posteligibility payment"**] received from the Commissioner **within thirty (30) calendar days** from the date the State received such payment.

2. The report shall account to the Commissioner (on an individual case basis) for the total IA paid, the total amount of the initial payment (**if initial posteligibility is applicable, include the following: "or posteligibility payment"**) received by the State (for such individual), the amount retained by the State as reimbursement, the amount (if any) due the individual, and the date said amount (if any) was sent to the individual.
- B.** For situations in which the Commissioner is required by law to restrict the manner in which the residual amount of retroactive SSI payments may be paid to the individual:
1. The State shall submit a claim on Form SSA-8125-F6 or other SSA approved accounting form for each report of a pending initial payment [**if initial posteligibility is applicable, include the following: "and posteligibility payment"**] received from the Commissioner within **ten (10) working days** from the date the State receives such report.
  2. The report shall account to the Commissioner (on an individual case basis) for the total IA paid to the individual and the amount of reimbursement claimed by the State for IA furnished on behalf of such individual in months for which the individual was found eligible to receive SSI [**if initial posteligibility is applicable, include the following: "or SSI benefits were subsequently reinstated after a period of suspense or termination"**].
- C.** The aggregate of all reports referred to in Paragraphs A. and B. above 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 of Social Security to make a determination. Within 90 days from the receipt of such request, the Commissioner of Social Security, 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 the Commissioner 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**

Neither the State nor the Commissioner, in performing their functions and duties under this Agreement, 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 said authorization is signed 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 three (3) year period.

- C. The State shall retain a copy of each Form SSA-8125, SSA-8125-F6, or other SSA approved accounting form it completes for three (3) years from the end of the Federal fiscal year for which the form pertains.
- D. The State shall retain a copy of each written notice furnished to an individual as set forth in Article IV, Paragraph G. 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 exchanged between the Commissioner and the State, and imposing limitations on the use of that data. IAR data includes the authorization form as defined in Article II, Paragraph I.; the automated data that the State transmits or sends to the Commissioner pursuant to Article IV, Paragraphs C. and D.; the notice provided to individuals pursuant to Article IV, Paragraph G.; the Form SSA-8125, SSA-8125-F6, or other SSA approved accounting form completed by the State pursuant to Article V.; and any other information provided to the State by the Commissioner pursuant to Article III, Paragraph B.
- B. The Commissioner will adopt policies and procedures to ensure that it 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., 42 U.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 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 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.
- E.** In addition, the Commissioner reserves the right to make onsite inspections or to make other provisions to ensure that adequate safeguards are being maintained.

**ARTICLE X****TERMS OF AGREEMENT**

This Agreement shall begin on \_\_\_\_\_ 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.

**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 payments **(if initial posteligibility is applicable, include the following: "and posteligibility payments")** 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 \_\_\_\_\_ day of \_\_\_\_\_ 1999.

COMMISSIONER OF  
SOCIAL SECURITY

BY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(TITLE)

State OF \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I, \_\_\_\_\_, certify that I am the Attorney General\*  
of the State of \_\_\_\_\_; that \_\_\_\_\_  
who signed this Agreement on behalf of the State was then the  
\_\_\_\_\_ 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 \_\_\_\_\_ to carry out all the functions to be performed  
by the State as provided herein and comply with the terms of this  
Agreement.

\_\_\_\_\_ Signature of Counsel

\*Or legal counsel for the State Agency

**APPENDICES**

**Appendix A** - State Authorization Form(s)

(Provided by the State)

**Appendix B** - State Apportionment Notice Form

(Provided by the State)

**Appendix C** -List of Political Subdivision(s) Using Manual

IAR Process

(Provided by the State)

**Appendix D** - List of Political Subdivision(s) Using

Automated Process

(Provided by the State)

**Appendix E** - State Payee and Mailing Address

(Provided by the State)