

SSA Contract Training

Agreement Between the Social Security Administration and the NC Dept of Health and Human Services

<http://www.ncdhhs.gov/dma/county/medicaidtraining.htm>

May 2010

Justification of SSA Agreement

- More efficient, timely transmission of data
- Administrative savings for State and SSA

Purpose of SSA Agreement

Establishes terms, conditions, and safeguards for:

- SSA to disclose information relating to the eligibility for and payment of
 - Social Security benefits (BENDEX),
 - SSI (SDX),
 - Special Veterans Benefits (SVB)
 - Certain tax return information.
- State agency to use the information for:
 - Verification of income to determine eligibility,
 - Verification of SSN of applicants/recipients of benefits,
 - Establishing safeguards against unauthorized use and redisclosure of information by the State.

Legal Authority for Disclosure

- SSA can disclose data necessary for administration of the following Federally funded programs:
 - Medicaid
 - TANF
 - Food and Nutrition Services
 - Special Assistance
 - Child Care Services
 - Emergency Assistance
 - Low Income Energy Assistance Programs (LIEAP)
 - Crisis Intervention Programs (CIP)
 - Other Energy Assistance Programs

Legal Authority for Disclosure Includes:

- Income and Benefits Data
- Prisoner and Death Data
- Quarters of Coverage Data (for certain aliens and certain defined Federal and State benefits)

Transmission of Data

- Transmits directly between SSA and DHHS by secure mechanism approved by SSA.
- Shall not be transferred or disclosed to any other agency or entity (e.g. contractor) by any means not outlined in the SSA/DHHS SDX-BENDEX-SVES agreement and SOLQ amendment.

Agreement Regarding Verification of SSN

- The State will require each applicant or recipient to furnish his/her SSN or identifying information for administration of the programs.
- SSA will in turn verify the SSN provided.

System Operations and Matching

- SDX – file from SSA of SSI and SVB indicating termination or change in status.
- BENDEX – file sent by State to SSA of applicants/ recipients for whom SS benefit information is required.
- EVS – (Enumeration Verification System) file submitted to SSA of applicants/recipients for SSN verification.
- SVES – (State Verification and Exchange System) file submitted by State to SSA to verify SS benefit and/or SSN of applicants/recipients.
- Quarters of Coverage – State requests from SSA
- Prisoner Match – State requests from SSA to see if any active Food & Nutrition Services clients are thought to be in prison by the SSA.

Procedures for Notice

- Applicants
 - Both State Agency and SSA agree to notify those who apply for their programs that any information provided is subject to verification.
- Beneficiaries/Recipients
 - Both State and SSA agree to provide subsequent notices to retirees, annuitants, beneficiaries and/or recipients that information is subject to verification, including redeterminations and reenrollments.

Verification and Opportunity to Contest Match Data

- All SSA benefit data disclosed under this agreement shall be considered by the State as verified, with the exception of prisoner and death data.
- State Agency agrees not to terminate, suspend, reduce, deny or take any adverse action against an individual based on the computer matches until an opportunity to contest the match is provided.

SOLQ Amendment

- This amendment establishes conditions and methods of access under which SSA agrees to extend SOLQ (online inquiry) to the State to facilitate the administration of Medicaid, Special Assistance, TANF (including Child Care), and Food and Nutrition Services programs.
- Any unauthorized use or disclosure by the State and/or their contractors could result in an immediate termination of SOLQ arrangements by SSA.

Agreement to Safeguard SSA Information

- The State Agency will ensure that:
 - Employees and contractors/agents understand that they are to properly safeguard information furnished by SSA under this agreement, in addition to preventing the loss, theft or inadvertent disclosure of said information.
 - Employees and contractors/agents understand that they are responsible for safeguarding this information at all times, regardless of whether they are at their regular work station.

Agreement to Safeguard SSA Information

- The State Agency will ensure that:
 - Laptops and other electronic devices/media containing SSA information and used by its employees and contractors/agents are encrypted and/or password protected.
 - When its employees and/or contractors/agents are sending email containing SSA information, they will do so only from addresses that are secure or use encrypted email.

Limitations On Use, Duplication and Redisclosure of SSA Information

- Tax return information on BENDEX will be used only to determine individual eligibility under the State Plan.
- Contractors/agents will have access to tax return data only where specifically authorized in this agreement.
- Other SSA data will not be redisclosed or used for any other purpose than to determine eligibility for benefits under the State-administered income/health maintenance programs specified above (Slide 4).

Limitations On Use, Duplication and Redisclosure of SSA Information

- Tax return information from BENDEX and other SSA data concerning individuals who are not applicants or recipients of the specified benefit programs will not be used for any purpose.
- The State Agency will restrict access to SSA information to only those authorized employees and contractors/agents under contract with the State Agency, who need it to perform their official duties in the intended uses as specified in the agreement.

Limitations On Use, Duplication and Redisclosure of SSA Information

- At SSA's request, the State Agency will obtain from contractors/agents a current list of employees who have access to SSA data.
- Files shall not be duplicated or disseminated without prior written approval of SSA, except as necessary for the operation of this matching program as specified in the agreement. SSA shall not grant such authority unless it is required by law or essential to the matching program, in which case the State Agency shall specify in writing what records are being disclosed, to whom and for what reasons.

Limitations On Use, Duplication and Redisclosure of SSA Information

- The State Agency will, in its contractual relationship with each contractor/agent:
 - Provide the contractor/agent with a copy of the SDX-BENDEX-SVES Agreement and SOLQ Agreement prior to initial disclosure of SSA data.
 - Ensure that each contractor/agent receives a copy of and abides by Attachment C to the agreement, “Information System Security Guidelines for Federal, State and Local Agencies Receiving Electronic Information from the Social Security Administration.” (See Attachment C.)
 - Obtain the contractor/agent’s written agreement that they will abide by all relevant Federal laws and restrictions.

Limitations On Use, Duplication and Redisclosure of SSA Information

- Prior to signing this agreement, the State Agency agrees to provide SSA written communication of State letterhead:
 - That the State Agency is not using contractors/agents, or
 - A current list of contractors/agents who shall have access to SSA information, including name and address of the firm, a description of the work that is to be performed, and the location of where the work will be performed.
 - Certification that these contractors/agents are acting on behalf of the State Agency to administer or assist in administering the programs specified above (Slide 4).

Limitations On Use, Duplication and Redisclosure of SSA Information

- The State Agency will notify SSA in writing when a new contractor/agent shall have access to SSA information or shall no longer have access.
- Prior to renewal of the agreement, the State Agency will notify SSA in writing that all contractors/agents are in compliance with this agreement.

Penalties for Disclosure of SSA Information

- Any person, State agency employees or employees of contractors/agents, who should violate any provision of the SSA/DHHS SDX-BENDEX-SVES agreement and SOLQ amendment shall be deemed guilty of a felony and upon conviction shall be punished by:
 - a fine not exceeding \$5,000 for each occurrence of a violation,
 - imprisonment not exceeding 5 years,
 - or both.

Information Systems Security Guidelines for Federal, State and Local Agencies

- If outside agencies (those contracted by DHHS or the county DSS to conduct specific eligibility determinations or agency employees working offsite) have access to SSA data, all such outside agencies must provide:
 - Written description of system configuration
 - Automated audit trail – The State and SSA will record every online request submitted through any and all SSA data systems.
 - Access control
 - Monitoring process
 - Ongoing oversight and quality assurance
- All outside agencies are subject to review/audit. Contractors or agency employees working offsite will be subject to both initial and recurring no-notice reviews within their work area at all times, conducted by members of the county DSS office and/or members of the NC DHHS.

Reporting Loss or Potential Loss of Personally Identifiable Information (PIP)

The County Security Official is responsible for reporting all incidents, regardless of severity, within one hour to the DHHS Privacy and Security Office (PSO) via their website at <https://www.wecurity.dhhs.state.nc.us/incident/index.php>. If the website is not available, a manual form for incident reporting may be submitted via fax to (919) 733-1524, or by telephone at (919) 855-3021. The PSO will provide guidance if there is any doubt about an event being a security incident. Email discussion of security incidents should be avoided.