

Social Security Administration (SSA) Verification of Social Security Numbers (SSNs) for State Bureau Of Vital Statistics (BVS) to support the Electronic Death Registration (EDR) Process

Introduction

This memorandum of understanding sets forth the responsibilities of SSA and the Anystate Bureau of Vital Statistics (BVS) with respect to information disclosed pursuant to this agreement, and is executed under the Privacy Act of 1974, as amended, section 1106 of the Social Security Act, and the regulations promulgated thereunder. It establishes the conditions under which SSA agrees to disclose information to the Anystate BVS. Neither SSA nor BVS will conduct computerized comparisons of two or more automated systems of records with non-Federal records under this agreement. Hence, this agreement does not involve a “matching program” as defined by the Privacy Act, 5 U.S.C.552a(a)(8), but it does follow all applicable requirements of the Privacy Act.

SSN verification will enable death registration participants (State Bureau of Vital Statistics) to verify decedent SSNs prior to submitting death reports to the Social Security Administration. This will result in more timely and accurate death reports and facilitate timely termination of benefits due to death. Such activity will also reduce improper benefit payments

Because SSA records do not have any indication of death at the time the SSN verification is requested, SSA must treat the individuals’ records as if they are alive, i.e., SSA will follow prescribed procedures and safeguards for disclosing the verification of the SSN. See Authority section below.

The SSA component responsible for this Memorandum of Understanding is the Office of Income Security Programs.

Purpose:

The purpose of this agreement is to establish the terms and conditions under which SSA will verify SSNs for Anystate BVS as part of the Electronic Death Registration Initiative.

Authority

The Privacy Act (5 U.S.C. § 552a(a)(7), (b)(3) and (e)(4)) permits SSA to disclose information about individuals without their consents pursuant to a routine use; i.e., for a purpose that is compatible with the purpose for which SSA collected the data. Consistent with the Privacy Act, SSA's disclosure regulations (20 C.F.R. 401.115 and 401.150) permit SSA to disclose information to administer SSA's programs without the consent of the individual pursuant to a routine use.

The SSN verifications proposed in this agreement satisfy the disclosure requirements of the routine use because they are directly related to the administration of Social Security programs. The verifications will result in more accurate and timely reports of death, which will both greatly reduce the number of erroneous death reports and significantly decrease the incorrect payment of Social Security benefits. Thus, the disclosure is appropriate pursuant to the routine use and satisfies the compatibility criteria imposed by the Privacy Act and SSA's disclosure regulations.

In addition, section 205(r) of the Social Security Act (42 U.S.C. 405(r)) requires the Commissioner to establish a program under which the States voluntarily contract with the Commissioner of Social Security to furnish information concerning individuals with respect to whom death certificates have been officially filed with the State. This agreement helps SSA and the State comply with this requirement.

Systems of Records: Master Files of Social Security Numbers (SSN) Holders and SSN Applications System SSA/OSR, 60-0058 and Routine Use

The Master Files of Social Security Numbers (SSN) Holders and SSN Applications System (hereinafter referred to as the Master SSN Files system) maintains records about each individual who has applied for and obtained an SSN. Information in this system is used by SSA to assign SSNs. The information is also used for a number of administrative purposes such as maintaining records of wages and self-employment information reported to SSA by employers and self-employed individuals for employment covered under the Social Security program.

Pursuant to routine use # 37, disclosure may be made to a State BVS and entities acting as State BVS agents that are authorized by the States to make death reports for a State or municipality acting as State BVS agents for the State BVS to issue electronic death reports (e.g., funeral homes, hospitals, nursing homes, and medical examiners), when the State BVS or its agent request SSA to verify the SSN of the

individual on whom they are filing a death report with the State BVS. The routine use meets the compatibility criteria of the Privacy Act and SSA's disclosure regulations.

Under the terms of this agreement SSN verifications will be provided to the Anystate BVS for individuals for whom the BVS (Anystate Department of Health, Office of Data, Statistics and Vital Records) is registering a death. Since the individuals are deceased, there will be no adverse effects on individual rights. In the unlikely event that SSN verification may be inadvertently provided for an individual who is still alive, that individual's rights would be protected through this agreement with the Anystate BVS that restricts their use or disclosure of such information. (See Restrictions on Redisclosure)

Definitions

"SSA" refers to the Social Security Administration.

"BVS" refers to the Bureau of Vital Statistics

"SSN" refers to Social Security Number

"EDR" refers to Electronic Death Registration. EDR is the creation of a death certificate by electronic means involving agents of the BVS, i.e., funeral directors, medical examiners, hospitals, physicians, coroners, local and state registrars.

"NAPHSIS" refers to the National Association for Public Health Statistics and Information Systems.

"Disclose" and "disclosure" mean the release of information or data by either SSA, the State BVS or one of its agents, with or without written consent of the individual or individuals to whom the information pertains.

"State" means any of the fifty States, the District of Columbia, New York City, the territories, the possessions and the Commonwealths of Puerto Rico and of the Northern Mariana Islands.

Description of the Electronic Verification Process and Records Involved

Under the EDR process, the Anystate BVS will designate certain entities (also referred to as agents in this agreement) in the death

registration process including hospitals, medical examiners, and coroners, funeral homes and local and State registrars that will begin the EDR process. The EDR process requires the participant (agent) to collect the SSN, date of birth and sex code of the alleged deceased person and transmit this information electronically to the Anystate BVS; the Anystate BVS will then transmit the information electronically to SSA for verification of the SSN. The Anystate BVS will electronically transmit to SSA the first and last name, Date of Birth, Social Security Number, and sex code. SSA will process the verification request and send a code response to the Anystate BVS if the SSN does not verify. The codes are:

- Y - Validation checks successful.
- U - System unavailable or unable to perform verification.
- M - The validation checks failed. The verification request format is invalid or "malformed".
- 1- Verification request passed the authorization checks, but the SSN not established in SSA's database.
- 2 -The verification request passed the authorization checks, the name and DOB matched, the gender did not.
- 3- The verification request passed the authorization checks, the name and gender matched, but the DOB did not.
- 4- The verification request passed the authorization checks, the name matched, but the DOB and gender did not.
- 5- The verification passed the authorization checks, the name did not match and the DOB and gender were not checked.

The Anystate BVS will, in turn, forward the response to the original agent. This will allow the agent that made the request a chance to obtain better information from the informant in cases where the number does not verify.

Privacy Safeguards

The Anystate BVS assumes and accepts its responsibility in the EDR process in transmitting verification requests and non-verification codes.

The Anystate BVS will oversee its agents in the EDR process. The Anystate BVS will advise agents about the SSA Privacy Act and other privacy and security requirements as they pertain to safeguarding the privacy and confidentiality of the data transmitted to the Anystate BVS from its agents, and will ensure the data is processed in a manner consistent with SSA Information Systems Security Guidelines. (Attachment A).

SSA and the Anystate BVS agree to transfer, store and control the data involved in the EDR process in compliance with the privacy and security requirements of both agencies.

The records will be stored in an area that is physically safe from access by unauthorized persons during duty hours, as well as non-duty hours, and when not in use, and will be transported under appropriate safeguards consistent with the manner in which the records are stored and processed.

The Anystate BVS will advise all personnel and agents having access to the EDR process of the confidential nature of the information, safeguards required to protect it and the civil and criminal sanctions for non-compliance contained in applicable State and Federal statutes.

The Anystate BVS will restrict access to SSN information to only those authorized employees who need it to perform their official duties. Such work will be processed under the immediate control and supervision of authorized personnel in a manner that will protect the confidentiality of the records and in such a manner that unauthorized personnel cannot retrieve any such records by means of computer, remote terminal or other means.

Access to the SSN verification query is restricted to Anystate Department of Health (SDDOH), Office of Data, Statistics and Vital Records (ODSVR) authorized employees who need it to perform their official duties. All personnel having access to the query must be knowledgeable of the confidential nature of the information, the safeguards required to protect the records and the civil and criminal sanctions for non-compliance contained in the applicable Federal laws.

Restrictions on Re-disclosure

The Anystate BVS and its agents agree to use the SSN verification process provided under this agreement only for the purposes covered by this agreement and will not re-disclose verified SSNs except as provided in this agreement without the prior written consent of SSA. SSA will not grant such authority unless the re-disclosure is required by law.

Technical Safeguards

Anystate BVS agrees to comply with SSA's Information System Security Guidelines for Federal, State and Local Agencies Receiving Electronic

Information from the Social Security Administration. The Guidelines are part of this agreement as Attachment A. Security requirements specified in the Guidelines that otherwise would apply to users under the direct control and supervision of the State shall be interpreted as applying to agents and users of the State's automated death record registration system. The Anystate BVS designated official for system security is located on the contact section of this agreement. (Name or add to contact information at end of agreement).

The State must have in place an enrollment process for participants (i.e., their agents, the end users) authorizing enrollees to initiate automated death records and/or trigger SSN verification requests. The enrollment process for participants must include appropriate information about the collection, use and disclosure of protected information, as well as information about sanctions applicable for the misuse of the EDR system by any of the enrollee's employees.

The Anystate BVS will utilize data encryption whenever SSN and or SSN related information is transmitted between the system's end users and the State's system servers, or between State system servers and SSA for the SSN verification process. All electronic communications occurring over the public internet or other electronic transport media between the State and its end points, and between the State and SSA must, at a minimum, utilize Secure Socket Layer (SSL) and 128 bit encryption protocols or more secure methods.

The Anystate BVS will maintain an audit trail record of all transactions within the EDR process. For audit purposes, the state must have in place a mechanism that can be used to identify the originator of any transaction that results in an SSN verification request being submitted to SSA by the State on behalf of one of its system users. (i.e., any of its agents, or any State user capable of accessing the system for the purpose of obtaining an SSN verification form SSA.) The Anystate BVS must assure that all attempts to verify name and SSN information with SSA are recorded, and that no participant can delete or otherwise manipulate a death record from the State's system that was initiated for the purpose of obtaining an SSN verification from SSA. NAPHSIS has limited the end users to five attempts to verify an SSN. For situations where an SSN fails to verify, the State will establish a process to retain both the initial failed verification request(s) and the final, corrected SSN record. The State must retain EDR audit trail records for a period of at least three years following the date of SSA's reply to the requested SSN verification.

SSA reserves the right to make reasonable onsite inspections or other provisions to ensure the information system security safeguards

described above are being maintained by the Anystate BVS and/or any of its agents. SSA will provide advance notice to the Anystate BVS at least 24 hours prior to initiation of an onsite inspection. SSA's onsite inspection may involve either or both State systems facilities or those of any of its agents.

The Anystate BVS will make policies and provisions to ensure that SSA information used in the EDR process shall be used solely as provided in this agreement.

Retention of Records

Anystate BVS agrees to retain the reply codes received from SSA only for the period of time necessary for any processing related to the EDR Initiative and then will destroy the records by the most efficient means feasible. BVS agents may not retain, duplicate, or re-disclose any verified SSN information.

Access by the Comptroller General

The Comptroller General may have access to all records as necessary to monitor or verify compliance with this agreement.

Reimbursement

Expenses involved with the disclosures contemplated above will not involve any cost adjustment between the BVS and SSA.

Period and Duration of the Electronic Verification

The agreement shall be effective upon signature of authorized representatives from SSA and the (Name of State/Agency) and shall remain in effect for (to coincide with the contract with each State under 205(r)). This data exchange may be terminated via a 30 day written notification by either party to the other, or extended upon via written request and agreement between SSA and the BVS. Unauthorized use of the information or violation of terms of this

agreement may necessitate immediate termination by SSA. This MOU may be terminated at anytime with the written consent of both parties.

Persons to Contact:

For EDR process at SSA:

J. Analyst
Office of Income Security Programs
Social Insurance Specialist
6401 Security Boulevard
Baltimore, Maryland 21235
410-965-4279

Technical Contact for State:

To be completed by State

SSA Systems:

Project Leader
Office of Systems
6401 Security Boulevard
Baltimore, Maryland 21235

Signature Page for EDR Agreement Between the Social Security Administration and Anystate BVS

Associate Commissioner
Office of Income Security Programs
Social Security Administration

Date

State Representative

Date

Signature Page for EDR Agreement Between the Social Security Administration and the Anystate BVS

Associate Commissioner
Office of Income Security Programs
Social Security Administration

Date

State will complete

Date