AGREEMENT BETWEEN THE SOCIAL SECURITY ADMINISTRATION AND THE (LAW ENFORCEMENT AGENCY/SOURCE JURISDICTION)

Article I, Purpose

The primary purpose of this Agreement is to establish conditions under 5 U.S.C. § 552a(o) for a matching operation which will identify (1) individuals who are both fugitive felons or parole or probation violators from the Source Jurisdiction of *(fill-in law enforcement jurisdiction name)* and are also Supplemental Security Income (SSI) recipients; Retirement, Survivors and Disability Insurance (RSDI) beneficiaries and/or Special Veterans' Benefit (SVB) beneficiaries and (2) individuals who are both fugitive felons from the Source Jurisdiction *(fill-in law enforcement jurisdiction name)* and are also serving as representative payees for a SSI recipient, RSDI beneficiary or SVB beneficiaries. Fugitive felons and parole or probation violators are subject to the SSI eligibility, RSDI and SVB payment restrictions in section 1611(e)(4), section 202(x)(1) (A)(iv) and 804(a)(2)of the Social Security Act respectively and may be receiving Social Security benefits or payments improperly. The representative payees who receive payments on behalf of SSI recipients or RSDI beneficiaries or SVB beneficiaries are subject to the restrictions specified in sections 1631(a)(2), 205(j)(2), and 807(b) of the Act.

The Office of the Inspector General (OIG) for the Social Security Administration (SSA) will refer to other SSA components, pursuant to joint procedures that have been agreed to by the OIG and such other SSA components, the data on fugitive felons, parole or probation violators found to be receiving SSI , RSDI, and/or SVB payments for themselves and fugitive felons found to be receiving SSI, RSDI or SVB payments as representative payees on behalf of SSI recipients, RSDI beneficiaries, or SVB beneficiaries.

The OIG will analyze the match output and will use the match output to assist Source Jurisdiction and other Federal, State and local law enforcement agencies in the apprehension of certain fugitive felons, parole or probation violators. The Source Jurisdiction is the component responsible for the activity covered by this agreement.

As the recipient agency using the match results in its programs, SSA will publish in the <u>Federal Register</u> the notice of this matching program, as required by the Privacy Act.

SSA contact persons for specific agreement activities are described in Article XIV of this agreement.

Article II, Legal Authority

Under 5 U.S.C. §552a(o)(1)(A), participating agencies are required to list the legal authority for matching activities. This agreement sets forth the terms under which the Source Jurisdiction and SSA agree to exchange information pursuant to sections 1611(e) (4) and (5), 202(x)(1)(A)(iv) and (v), 202(x)(3),205(j)(2), and 804(a)(2) and 807(b) of the Act. Further, the agreement sets forth the responsibilities of SSA and the Source Jurisdictions under the Privacy Act of 1974, as amended, and the Computer Matching and Privacy Protection Act of 1988, with respect to information obtained pursuant to the agreement, and takes into account SSA's responsibilities under section 1106 of the Act (42 U.S.C. §1306.)

Sections 1611(e)(4), 202(x)(1)(A)(iv) and (v) and 804 of the Act probibit the payment of SSI and RSDI and SVB benefits to a SSI recipient, a RSDI beneficiary or a SVB beneficiary or to a representative payee on behalf of a SSI recipient, RSDI beneficiary, or a SVB beneficiary for any month during which a SSI recipient, a RSDI beneficiary or a SVB beneficiary is: fleeing to avoid prosecution or custody or confinement after conviction, under the laws of the place from which the person flees, for a crime, or an attempt to commit a crime, which is a felony under the laws of the place from which the person flees, or, in a jurisdiction that does not define a crime as a felony, is punishable by death or imprisonment for a term exceeding 1 year regardless of the actual sentence imposed, or for SSI recipients, RSDI beneficiaries and SVB beneficiaries the individual is violating a condition of probation or parole imposed under Federal or State law.

The Social Security Administration will, for good cause, continue payment to a SSI, RSDI beneficiary or SVB beneficiary if a court of competent jurisdiction has found the SSI recipient, the RSDI beneficiary, or SVB beneficiary not guilty of the criminal offense, dismissed the charges relative to the criminal offense, vacated the warrant for arrest of the SSI recipient, the RSDI beneficiary, or the SVB beneficiary for the criminal offense, or issued any similar exonerating order (or taken similar exonerating action), or the SSI recipient, the RSDI beneficiary, or the SVB beneficiary was erroneously implicated in connection with the criminal offense by reason of identity fraud.

SSA will also allow the SSI, RSDI beneficiary, or the SVB beneficiary to provide good cause based on mitigating circumstances for not stopping SSA benefits as long as the criminal offense is not drug related and not violent or the violation of the SSI recipient's, the RSDI beneficiary's, or the SVB beneficiary's parole or probation is not drug related and not violent.

Subject to section 552a of title 5, United States Code, or any other provision of Federal or State law (other than 6103 of the Internal Revenue Code of 1986) and section 1106(c) of the Social Security Act, section 1611(e)(5) of the Act allows SSA to disclose information on SSI recipients as described in 1611(e)(4) under certain conditions to law enforcement. Section 202(x)(3) of the Act allows SSA to disclose information on RSDI beneficiaries as

described in Section 202(x)(1)(A)(iv) under certain conditions to law enforcement. The conditions under which SSA will furnish any Federal, State, or local law enforcement officer are based on a written request of the officer, which will include the current address, Social Security number and photograph (if available) of any SSI recipient; RSDI beneficiary; or representative payee if the officer furnishes SSA with the name of the SSI recipient, RSDI beneficiary or representative payee and other identifying information as reasonably is required by SSA to establish the unique identity of the SSI recipient; the RSDI beneficiary; or the representative payee. The officer must notify SSA that the individual on the warrant is a SSI recipient or a RSDI beneficiary or a representative payee and the officer must notify SSA of the location or apprehension of the SSI recipient or RSDI beneficiary or representative payee and that the apprehension at this location is within the officer's official duties.

This agreement supersedes any similar agreement entered into previously under the above cited statutory provisions entered into between SSA and the Source Jurisdiction, or predecessor agencies concerning computerized records on Title XVI recipients, Title II beneficiaries and representative payees as well as SVB recipients. Based on implementation of section 203 of P.L. 108-203, the effective date for Title II provisions is January 1, 2005 and April 1, 2005 for representative payees.

Article III, Definitions

- A. "**Act**" means the Social Security Act.
- B. "**Disclosure**" means the release of information (data) with or without the consent of the individual(s) to whom the information pertains.
- C. "**Felony**", for purposes of this agreement, is a crime, or an attempt to commit a crime, which is defined as such under the laws of the place where it was committed. The term felony also includes those crimes in certain jurisdictions that do not define their crimes as felonies but which are punishable by death or imprisonment for a term exceeding 1 year regardless of the actual sentence imposed as defined under the laws of that State.
- **"Fugitive Felons"** means individuals who are fleeing to avoid prosecution, or custody or confinement after conviction, under the laws of the place from which the person flees, for a crime, or an attempt to commit a crime, which is a felony under the laws of the place from which the person flees, or in jurisdictions that do not define crimes as felonies, is punishable by death or imprisonment for a term exceeding 1 year regardless of the actual sentence imposed.
- E. **"OIG"** means the Office of the Inspector General for the Social Security Administration.

- F. "**Parole or Probation Violator**" means an individual who is in violation of a condition of parole or probation imposed under Federal or State law.
- G. "**Record**" means any item, collection or grouping of information about an individual that is maintained by an entity including, but not limited to, the individual's criminal history, name, Social Security number, date of birth, and gender.
- H. **"RSDI"** means Retirement, Survivors and Disability Insurance program, administered by the Social Security Administration under title II of the Social Security Act.
- I. "**Source Jurisdiction**" means the law enforcement agency disclosing records to be used in this matching program.
- J. "SSA" means Social Security Administration.
- K. **"SSI"** means Supplemental Security Income program, administered by the Social Security Administration under title XVI of the Social Security Act.
- L. "SSN" means Social Security number.
- M. "SVB" means Special Veterans Benefit

Article IV, Justification and Anticipated Results Of the Matching Program

Fugitive felons are subject to SSI recipient eligibility, RSDI beneficiary entitlement, and SVB qualification and may be receiving benefits or payments improperly. Representative payees are receiving SSA benefits on behalf of SSI recipients, RSDI beneficiaries, or SVB beneficiaries and are subject to investigative requirements to determine who can serve as someone's payee. Computer matching is believed to be the most efficient and comprehensive method of collecting and comparing certain information critical to enforce these statutory rules. There is no other administrative activity that could be employed to accomplish the same purpose with the same degree of efficiency. Additionally, this matching program will assist the OIG in preventing and detecting fraud, waste and abuse in SSA's programs and operations.

The OIG Office of Investigations (OIG) will receive data files on certain fugitive felons, parole, or probation violators from the Source Jurisdiction of *(fill in name of law enforcement jurisdiction)* and will match these data files against SSA's Master Files of Social Security Number Holders and SSN Applications (Alphident and Numident) and Supplemental Security Income Record (SSR) and Master Beneficiary Record (MBR) and Representative Payee System (RPS) to identify certain fugitive felons, parole, or probation violators who are receiving SSI, RSDI, or SVB payments as a recipient/beneficiary or fugitive felons serving as a representative payee for an SSI recipient or

RSDI beneficiary, or SVB beneficiary. OIG will also refer to the applicable component within SSA, pursuant to joint OIG and SSA procedures, information on certain fugitive felons, parole, or probation violators. Where allowed by law, SSA will provide law enforcement agencies with each matched individual's name, SSN and current address. Program savings may be achieved from SSA's suspension or termination of the eligibility of improper SSI recipients resulting in no payments: suspension of improper RSDI beneficiary payments or prevention of representative payee mishandling of SSI recipient payments or RSDI beneficiary payments.

Based on previous investigative experience and data collected from OIG, SSA estimates that approximately 3 to 5 percent of the fugitive felon records submitted by the Source Jurisdiction will be found to be SSI recipients, RSDI beneficiaries, or SVB beneficiaries, or representative payees acting on behalf of SSI recipients, RSDI beneficiaries, or SVB beneficiaries. Additionally, based on previous investigations conducted by OIG, approximately XX percent of the fugitive felons, parole, or probation violators who are found to be SSI recipients; RSDI beneficiaries; SVB beneficiaries will be apprehended. The cost-benefit analysis conducted as a result of our experience in FY 2001 shows estimated program savings of \$29M, costs of \$6.1M with a return on investment of 4.8 to 1. (See attached CBA.)

Article V, Description of Records to be Matched

A. General

- Under 5 U.S.C. §552(o)(1)(c) the Source Jurisdiction will identify individuals who are fugitive felons or are parole or probation violators.
- SSA will determine which of these individuals receive title XVI (SSI), title II (RSDI), or title VIII (SVB) benefits or act as a representative payee receiving SSA benefits on behalf of an SSI recipient, RSDI beneficiary, or SVB beneficiary.

B. Source Jurisdiction Records

- These records are compiled from various databases.
- The content of the records is described in Article VI.
- All records will be prepared and transmitted as prescribed in Article VI with clear identification of the record source.

C. SSA System of Records

The incoming Source Jurisdiction records will be matched against these SSA systems of records:

- The Supplemental Security Income Record (SSR) SSA/OEEAS (09-60-0103)
- The Master Beneficiary Record (MBR) SSA/OEEAS (09-60-0090)
- The Representative Payee System (RPS) (09-60-0222)
- The Master Files of Social Security Number Holders and SSN Applications SSA/OEEAS 09-60-0058 (Alphident & Numident)

Article VI, Functions to be Performed

- A. Under 5 U.S.C. §552a(o)(1)(C), the Source Jurisdiction agrees to furnish SSA electronic files/records that identify individuals for SSA who come under the definition of fugitive felons or the definition of probation or parole violators set out in this agreement. Records will be received from the Source Jurisdiction monthly, or at such other frequency agreed upon by both parties to this Agreement.
 - 1. Volume of Records to be Matched

The Source Jurisdiction will provide identifying information on approximately (*estimated number of warrants*) fugitive felons, parole, or probation violators.

2. Accuracy of Records to be Matched (5 U.S.C. §552a(o)(1)(J))

Source Jurisdiction Records:

The Source Jurisdiction records are estimated to be (<u>to be supplied by source jurisdiction</u>) percent accurate.

SSA Records:

Based on internal consistency checks and SSN/name verification procedures, SSA estimates at least 99 percent of the name and SSN information contained in the Master Files of Social Security Number Holders and SSN Applications and Supplemental Security Income Record (SSR) and/or Master Beneficiary Record (MBR) and Representative Payee System (RPS) Master File are accurate.

- SSA Data Elements to be Matched
 - SSR/MBR: The individual's SSN and payment status;
 - Alphident: The individual's name and date of birth;
 - Numident: The individual's name, SSN, date of birth and gender.

RPS: The individual SSN and status as a payee.

Alphident Use

The Alphident file is used under this agreement to locate individuals in SSA's records by name search. The Alphident file is used when the Source Jurisdiction has either failed to provide a SSN for the named individual(s), or provided the wrong SSN. The Alphident file allows SSA to locate the SSN by utilizing electronic systems currently available.

The name and date of birth data provided by the Source Jurisdiction are matched against SSA's Alphident file. Where both of these sets of data match the same data on only one record in SSA's file, SSA assumes that the SSN, which SSA associates with the matched name and date of birth, belongs to the person named by the Source Jurisdiction. SSA then treats the individual whose SSN was generated through the Alphident the same as those individuals whose SSNs were provided by the Source Jurisdiction and matched SSA's records. That is, SSA follows the procedures detailed in this agreement for information resulting from a match before adjusting the individual's SSI (Title XVI), RSDI (Title II) and/or SVB(Title VIII) or benefits received as a representative payee for a SSI recipient, RSDI beneficiary, or SVB beneficiary.

In addition to the above process, SSA uses a second process to locate SSNs in circumstances where none of the records on SSA's file match both the name and date of birth given for an individual on the Source Jurisdiction's file. If a single SSN is located for an individual whose name in SSA's records matches the name given in a Source Jurisdiction's submitted records, SSA assumes that the SSN associated with the matching record belongs to the person named in the Source Jurisdictions submitted records despite the inconsistent dates of birth. SSA then considers this a matched item and follows the procedures detailed in this agreement before adjusting the individual's SSI (Title XVI), RSDI (Title II) benefits, or SVB benefits (Title VIII) or benefits received as a representative payee for a SSI recipient, RSDI beneficiary, or SVB beneficiary.

- B. The Source Jurisdiction will provide specific data elements for each individual. Some but not necessarily all the data elements listed below will be used in the match. The suggested data elements are:
 - Social Security Number
 - Name
 - Date of Birth
 - Gender

- Drivers License Number and State of Origin
- Warrant Number or other appropriate Warrant Identifier
- Date of Warrant
- Indicator to reflect if record pertains to a Fugitive felon or parole/probation warrant

Article VII, Notice, Verification, and Opportunity to Contest Match Data

SSA agrees under 5 U.S.C. §§552a(o)(1)(D); (o)(1)(E) and 5 U.S.C. §552a(p):

- A. To notify all individuals who apply for Supplemental Security Income (SSI) Retirement, Survivors and Disability Insurance (RSDI) benefits, and/or Special Veterans Benefits (SVB) that information obtained through matching programs may be used by SSA in determining eligibility for benefits and to notify all individuals who apply to be a representative payee for a SSI recipient, RSDI beneficiary or SVB beneficiary that information obtained through matching programs may be used by SSA in determining suitability to serve as a representative payee. SSA application forms contain a statement pursuant to 5 U.S.C. §552a(e)(3) and (o)(1)(D) of the Privacy Act of 1974, as amended, to include language that will put the applicant on notice that information the applicant provides may be used in a matching agreement to establish eligibility or ineligibility.
- B. To provide notices to all SSI recipients, RSDI beneficiaries and SVB beneficiaries; and representative payer's acting on behalf of SSI recipients, RSDI beneficiaries, or SVB beneficiaries describing SSA's matching activities following Office of Management and Budget guidelines. In addition to the specific notice of this matching program, to be published in the Federal Register by SSA, SSA's notice consists of a periodic mailing to all recipients describing SSA's matching activities.
- C. That before taking any adverse actions based on the information received from a match obtained under this agreement, SSA will confirm, through its standard verification procedures, in accordance with its Program Operations Manual System (POMS), or through joint procedures agreed to between SSA and OIG, that the SSN belongs to the individual and that the individual is a fugitive felon or probation or parole violator as described in the "Definitions" section of this Agreement. In addition, SSA will provide each individual (by notice mailed to his or her address in SSA's record) for whom SSA decides such adverse action is necessary, the following information:

- 1. That SSA has received information that indicates that the individual has been a fugitive felon or probation or parole violator since a particular month/year.
- 2. As provided in applicable SSA regulations and POMS, if the individual fails to contest the validity of the adverse information within 10 days for SSI recipients and SVB beneficiaries or representative payees acting on behalf of SSI recipients or RSDI beneficiaries and within 30 days for RSDI beneficiaries, SSA will assume that the data are correct and will make the necessary adjustment to the individual's payment. Further that the individual has 60 days after the date he or she receives the notice of SSA's planned action to request reconsideration of the Agency's determination.
- D. The release of the above notices will be coordinated so as not to jeopardize a law enforcement agency's apprehension efforts.

Article VIII, Procedures for Retention and Timely Destruction of Identifiable Records

Under 5 U.S.C. §552a(o)(1)(F), SSA agrees to follow these procedures for the retention and timely destruction of identifiable records:

With regard to records which the Source Jurisdiction does not wish returned, OIG and/or SSA will retain all identifiable records received or generated for the period of time required for any processing related to the matching program and will then destroy the records by heat and/or demagnetization within 12 months, unless the information has to be retained in files pertaining to individuals to meet evidentiary requirements. In the latter instance, OIG and/or SSA will retire identifiable records in accordance with applicable Federal Records Retention Schedule (44 U.S.C. 3303a).

Article IX, Security Procedures

The following minimum safeguards under 5 U.S.C. §552a(o)(1)(G) will be afforded to the data provided by the Source Jurisdiction and the records created by the match:

- A Access to the data will be restricted to only those authorized SSA and/or OIG employees and officials who need it to perform their official duties in connection with the intended use of the data;
- B. 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;
- C. The data will be transported under appropriate safeguards consistent with the manner in which it is stored and processed;

- D. The data will be processed under the immediate supervision and control of authorized personnel in a manner that 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;
- E. 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 contained in section 1106(a) of the Act, the Privacy Act and/or other applicable Federal statutes;
- F. OIG will be subject to the OIG community-wide peer review process regarding compliance with this Agreement;
- G. The Source Jurisdiction and the SSA Data Integrity Board (DIB) reserve the right to monitor compliance with systems security requirements during the lifetime of this Agreement and any 12-month extension of this agreement;

Article X, Records Usage, Duplication and Redisclosure Restrictions

Under 5 U.S.C. §552a(o)(1)(H) and 5 U.S.C. §552a(o)(1)(I), SSA and the Source Jurisdiction agree to the following limitations on the use of the incoming electronic files, the data contained therein and the records generated by the match:

- A. That the Source Jurisdiction electronic file and the records created by the match will be used and accessed only for the purposes stated in this agreement and amendments to this agreement.
- B. That the Source Jurisdiction electronic file and the records created by the match will not be duplicated or disseminated within or outside SSA other than redisclosures under conditions set forth in item F of this article.
- C. That the Source Jurisdiction electronic file and records created by the match will be provided adequate security as agreed upon.
- D. Not to create a separate file or system that consists of information concerning only those individuals who are involved in the specific matching program, except as necessary in controlling and/or verifying the information for purposes of this program.
- E. Not to use the Source Jurisdiction to extract information about non-matched individuals for any purpose.
- F. To the extent that SSA or OIG wishes to re-disclose any information provided by the Source Jurisdiction or generated by this match to other Federal or State agencies which are permitted by law to have this same information, such re-disclosure shall

be subject to the requirements of the Privacy Act of 1974, as amended, whenever applicable. No other disclosure shall be implemented without prior notice to the Source Jurisdiction and written permission of the Source Jurisdiction. Such permission shall not be given unless the re-disclosure is required by law or essential to the conduct of this matching agreement.

G. That the Source Jurisdiction matching input files remain the property of the Source Jurisdiction and will be returned or destroyed when the necessary matching activity under the Agreement has been completed as provided in Article VIII.

If a Source Jurisdiction electronic file is received after the expiration of this agreement, SSA will store the Source Jurisdiction electronic file until the agreement is extended or renewed. After the agreement is extended or renewed, SSA will then match the stored Source Jurisdiction electronic file according to provisions of this agreement. If the source jurisdiction does not renew its CMPPA agreement with SSA, SSA will return or destroy the Source Jurisdiction electronic file as provided in Article VIII of the Agreement.

Article XI, Comptroller General Access

SSA and the Source Jurisdiction agree that under 5 U.S.C., §552a(o)(1)(K), the General Accounting Office (Comptroller General) may have access to all SSA and Source Jurisdiction records as necessary in order to verify compliance with this agreement.

Article XII, Reimbursement

The Source Jurisdiction agrees to provide the fugitive and probation or parole violator information at no cost to SSA.

Article XIII, Terms of the Agreement

Under 5 U.S.C. §552a(o)(2), this agreement and related matching activity will be effective 30 days after notice of the matching program has been published in the <u>Federal Register</u> or 40 days after notice of this matching program is sent to Congress and the Office of Management and Budget, or after both parties to the agreement have signed the agreement, whichever is later, and will continue for a period of 18 months from the effective date. Within 3 months prior to expiration of this agreement, the respective Source Jurisdiction and the SSA Data Integrity Board (DIB) may approve an extension of 1 year pursuant to 5 U.S.C. §552a(o)(2)(D).

In order to renew the Agreement, both SSA and the Source Jurisdiction must certify in writing that:

A. The matching program will be conducted without change; and

B. The matching program has been conducted in compliance with this original agreement.

If either party does not want to renew this agreement, it must notify the other of its intention not to renew at least 90 days before the end of the current period. This agreement may only be changed by a written modification to this agreement which is signed by both parties and is approved by the SSA DIB.

This agreement may be terminated at any time with the consent of both parties. Either party may singly terminate the agreement upon written notice to the other party; in which case, the termination shall be effective 90 days after the date of the notice or at a later date specified in the notice.

Article XIV, Persons to Contact

The SSA contacts for the matching operation are:

John Nagengast
Office of Earnings and Information Exchange
6401 Security Blvd.
Room 3-A-6 Operations Building
Baltimore, Md. 21235
Phone - (410) 965-1118
john.nagengast@ssa.gov

Stephanie Carberry
Office of Inspector General
6401 Security Blvd.
Room 4-M-1 Operations Building
Baltimore, MD. 21235
Phone (410) 966-9587
Stephanie.carberry@ssa.gov

Linda Zampelli Office of Operations 6401 Security Blvd. 4301 Annex Building Baltimore, Md. 21235

Phone (410) 965-6684 linda.zampelli@ssa.gov

Brigitte Gordon-Jorgeson Office of Income Security Programs 6401 Security Blvd. RRCC, #111 Model Molieetherit Baltimore, Md. 21235 Phone (410) 966-2434 brigitte.gordon-jorgeson@ssa.gov

Judy Sale Office of Income Security Programs 6401 Security Blvd. RRCC, #092 Baltimore, MD. 21235 Phone (410) 965-8581 judy.sale@ssa.gov

Mark Dailey Office of Systems Analysis 6401 Security Blvd. Room 3-L-16 Operations Building Baltimore, Md. 21235 Phone (410) 966-7849 mark.dailey@ssa.gov

The Source Jurisdiction contact is: (to be determined)

Article XV, Agency Approval Signatures

In witness whereof, the parties hereby execute this agreement.

	BY:	×
	Acting Associate Commissioner Office of Program Support	
		Me.
	(DATE)	Sellie
	(21112)	O
	BY:	
	Chairman	
	Data Integrity Board	
	(DATE)	
	Kelo	
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Article XVI, Agreement Signatures

In witness whereof, the parties hereby execute this agreement.

Social Security Administration	Name of Source Jurisdiction	
BY: Regional Commissioner	BY:	
Date:	Date:	
	Selbes	
	Moor	
Kelor		
SULLE		
CAOIL		