

JOINTLY FINANCED COOPERATIVE ARRANGEMENT BETWEEN  
THE SOCIAL SECURITY ADMINISTRATION  
AND  
OPPORTUNITIES FOR OHIOANS WITH DISABILITIES  
FOR THE OHIO DIRECT REFERRAL DEMONSTRATION

A. PURPOSE

This Jointly Financed Cooperative Arrangement (JFCA) sets forth the terms, conditions and safeguards under which the Social Security Administration (SSA) and Opportunities for Ohioans with Disabilities (OOD) – comprised of the Division of Disability Determination (DDD), the Bureau of Vocational Rehabilitation (BVR), and the Bureau of Services for the Visually Impaired (BSVI) – will share information to conduct the Ohio Direct Referral Demonstration (ODRD). Both DDD and BVR are within OOD.

SSA and OOD are establishing the ODRD to test the effectiveness of providing formal, direct referrals to vocational rehabilitation services for 18 and 19 year olds who are, or may become, Supplemental Security Income (SSI) or Social Security Disability Insurance (SSDI) beneficiaries. The participants in the demonstration will be individuals, age 18 and 19 at the time of enrollment, who are either (1) applying for SSDI or SSI benefits; or (2) undergoing an age-18 redetermination of SSI eligibility. The ODRD is a joint effort by SSA and OOD and will involve data sharing among these agencies. Each agency will contribute its own staff time to the demonstration, and SSA will not incur additional costs.

B. BACKGROUND

SSA is committed to improving adult employment outcomes and financial independence for SSI recipients and SSI and SSDI applicants who are in the process of transitioning to adulthood. The ODRD incorporates lessons learned from the SSA Youth Transition Demonstration (YTD) and the Promoting Readiness of Minors in SSI (PROMISE) demonstration. The ODRD tests the effects of a formal, direct referral to vocational rehabilitation services for individuals aged 18 or 19 who are in the process of applying for benefits or undergoing an evaluation to retain benefits.

SSA will benefit from this demonstration by learning about the effectiveness of providing direct referrals to vocational rehabilitation programs for transition-aged adults who allege disabilities. This strategy may lead to decreased reliance on SSA's disability programs, thereby potentially producing long-term cost savings for the agency. SSA will use SSA program data to evaluate the results of the demonstration.

C. AUTHORITY

Section 1110 of the Social Security Act (Act) (42 U.S.C. § 1310) authorizes SSA to enter into a JFCA to develop and conduct experimental, pilot, and demonstration projects to promote the objectives or improve the administration of programs the Act authorizes. Under certain circumstances, such projects may test the advantages of altering certain requirements, conditions or limitations of Title XVI of the Act and may test different administrative methods for recipients or applicants. Section 234 of the Act (42 U.S.C. § 434) authorizes SSA to develop

and conduct experiments and demonstration projects designed to promote attachment to the labor force for disabled beneficiaries and applicants for SSDI under Title II of the Act. Sections 234 and 1110 of the Act provide legal authority for this demonstration. SSA regulations at 20 C.F.R. §§ 416.250 and 404.1599 further describe when SSA will conduct experimental and demonstration projects.

The legal authority for the disclosure of SSA data made to support this demonstration includes: Section 552a(b) of the Privacy Act of 1974, 5 U.S.C. § 552a(b) and SSA's privacy regulations, 20 C.F.R. §§ 401.100, 401.115. SSA's legal authorities to use and disclose aggregate tax information for this JFCA are 26 U.S.C. § 6103(l)(1)(A) and IRS Publication 1075.

DDD is participating in this demonstration in accordance with 20 C.F.R. § 416.1029, under which SSA has determined DDD participation is necessary. DDD's collection, maintenance, access, and disclosure of information for the ODRD are governed by 20 C.F.R. §§ 416.1031 through 416.1033. The language in BVR's application for services provides authorization for BVR to share data gathered about participants, and the services they access, to SSA.

#### D. PROJECT OUTLINE AND RESPONSIBILITIES OF PARTIES

##### a. Eligibility

Potential participants of ODRD are eligible if they are either (1) SSI recipients subject to age-18 redetermination or (2) individuals who are age 18 or 19 and applying for SSI or SSDI for the first time. Additionally, to be eligible, potential participants must reside in areas served by Ohio SSA field offices (FO) selected by SSA and DDD. The FOs will have no involvement other than the knowledge of the demonstration.

##### b. Informed Consent and Public Notice of ODRD

1. SSA will publish a Federal Register Notice notifying the public about the ODRD.
2. SSA will finalize and approve the ODRD "Invitation and Consent to join the Ohio Direct Referral Demonstration" (Invitation and Consent) and the ODRD notices that DDD will send advising participants of assignment to the usual services or program services groups.
3. As required under SSA's demonstration authority, DDD will obtain signed informed consent from individuals who want to participate in the demonstration. The ODRD informed consent is part of the Invitation and Consent that DDD will send to young adult disability beneficiaries and applicants to see if they are interested in participating in the demonstration. The ODRD Invitation and Consent will meet the informed consent requirements in the Social Security Act and SSA regulations.
4. Participation in the ODRD is voluntary and revocable at any time. SSA and OOD will remove participants who revoke consent from the demonstration. Upon notification of revocation of participation, SSA and OOD will no longer use, transmit, or request information about the participant who revoked participation in any ODRD data exchange or analysis. Each party retains the right to remove participants from the ODRD for any reason, including related to participant misconduct or behavior. If BVR exercises its right to remove a participant from the demonstration, it will notify SSA of this determination.

5. Participation in the ODRD will have no effect on DDD's usual process for deciding eligibility for SSI or SSDI benefits.
6. DDD's decision about eligibility for SSI or SSDI benefits, whether favorable or unfavorable, will not affect participation in the ODRD.

c. Recruitment and Workflow

1. Using SSA claims records, which DDD accesses in order to perform disability determinations for SSA, DDD will attempt to recruit at least 750 participants between execution of this JFCA and October 31, 2022 by sending the Invitation and Consent and receiving consent to participate. DDD will periodically query disability benefit applications and Continuing Disability Reviews under SSI or SSDI to identify claimants who would be appropriate for the demonstration because of their age and residence.
2. In order to recruit participants, DDD will send the Invitation and Consent to identified potential participants. The Invitation and Consent will explain the demonstration and give the potential participant information necessary for informed consent. In addition, DDD will send the Form SSA-3288 Consent for Release of Information for completion and signature for participants to consent to disclosure of contact information (name, address, telephone number), other identifying information (date of birth and SSN), and complete medical records to BVR.
3. Once DDD receives a properly completed Invitation and Consent (both the consent to join the demonstration and SSA-3288 consent to disclose Information), DDD will randomly assign the participant to one of two groups (using the terminal digit of each participant's Social Security number (SSN)). These are the usual services group (control group) and the program services group (test group).
4. Once DDD makes the random assignment, DDD will send a letter to the participants describing their group assignment. In the case of the usual services group, this letter will also describe general information about BVR's services. DDD will send these notices within five business days of the receipt of the Invitation and Consent and signed SSA-3288 consent.
5. DDD will securely send to SSA information identifying the participants and their group assignment weekly, and send to SSA a monthly recruitment report.
6. DDD will also securely transmit program services group members' participant information to BVR within five business days of program services group assignment. The transfer of this information is the direct referral that is being tested in this demonstration.
7. DDD will not have contact with the participant for demonstration purposes after DDD sends the referral information to BVR, unless the participant contacts DDD directly.
8. Once BVR receives referrals for program services group participants, BVR then will contact participants and begin the process to determine eligibility for BVR services. BVR will follow their usual protocol for these contacts. They will call the participant within three business days of the referral. If the participant is not available, they will leave a message. After five business days, if BVR has not been contacted by the potential BVR

applicant, they will send a reminder letter. If they do not have a response within ten business days of the letter, they will close the referral.

9. If the participant is eligible for BVR services, BVR will request medical records from DDD, which DDD will disclose only if the participant authorized this disclosure in a valid SSA-3288 Consent to Release Information form.
10. BVR will provide services under its usual protocol, and will report information on participants outlined in the "Reporting" section of this JFCA to SSA quarterly. The BVR application for vocational rehabilitation services provides consent to release information to SSA for research purposes.
11. SSA will use internal records systems and BVR data to evaluate the effect of the demonstration.

d. DDD Reporting and Training Obligations

1. DDD will collect the following information about participants to monitor participation and facilitate data sharing with BVR and SSA. DDD will send this information to SSA for all participating individuals as outlined in paragraph 2, below:
  - a. Name, address, telephone number, date of birth, SSN;
  - b. Date of receipt of signed ODRD Invitation and Consent form and SSA-3288 consent form;
  - c. Program services group or usual services group assignment;
  - d. Social Security Claim Number under which participant filed applications or age 18 redetermination documentation;
  - e. Filing date of application or age 18 redetermination documentation;
  - f. Date DDD received the application for benefits or the documentation required for the age-18 redetermination;
  - g. Date DDD assigned the case for adjudication;
  - h. The type of SSDI or SSI benefits associated with the medical file (i.e. Disability Insurance Benefits, Childhood Disability Benefits, SSI for disabled individual, or SSI for blind individuals).
2. DDD will provide SSA weekly enrollment updates and a monthly recruitment report, and in the monthly report will include the number of individuals to whom they sent the Invitation and Consent.
3. DDD will notify SSA within three business days if any participant revokes consent for participation in the demonstration.

4. All DDD staff responsible for the implementation of the recruitment and enrollment process will be required to participate in Protecting Human Research Participants Training offered by the National Institutes of Health.

e. BVR Reporting

1. Unless the parties agree to another secure means of transmission, BVR will transmit participant information from BVR case records to SSA via the secure Government-to-Government Services Online e-mail platform.
2. BVR will provide SSA the following participant information from the BVR case records for all ODRD test group (program services group) participants' cases:
  - a. Name, address, telephone number, date of birth, and SSN;
  - b. BVR Case number;
  - c. Date of application for BVR services;
  - d. Date of completion of the individualized plan for employment;
  - e. Total number of services provided to the participant;
  - f. Cost of services purchased on behalf of the participant; and
  - g. Date of closure, type of closure, and reason for closure if applicable.
3. BVR will collect and share with SSA the following cumulative BVR case file statistical data on a quarterly basis:
  - a. The number of individuals from the program services group who apply for BVR services after direct referral;
  - b. The number of individuals that have employment such as a job placement and earnings
  - c. The number of individuals who pursue and receive higher education or access vocational training programs;
  - d. The number of individuals who had signed and initiated an Individual Plan for Employment (IPE);
  - e. The number of individuals who participated in other rehabilitation programs or achieved employment outcomes;
  - f. The number of individuals for whom BVR purchased equipment or rehabilitation technology or for whom BVR provided reasonable accommodations;
  - g. The average length of time from application for BVR services to an eligibility decision;

- h. The number of closed cases resulting in employment; and
- i. The number of cases closed for other reasons.

f. Service Intervention

1. Control Group (usual services group):

Members of the control group, or usual services group, will not receive a direct referral to BVR but will instead receive general information about BVR's services in the notice they receive from DDD indicating they have been assigned to the usual services group. Usual services group participants may contact BVR or any service provider on their own, but BVR will not initiate further contact.

2. Test Group (program services group):

After DDD securely transmits program services group members' participant information, BVR will contact the program services group members directly to set up an appointment. BVR will follow up under their usual protocol (see description in D.c.8. above) until the participant completes the initial intake appointment. If the participant applies, is eligible for services, and does not revoke their participation, BVR will provide vocational rehabilitation services until BVR closes the individual's rehabilitation case due to successful placement or otherwise terminates services. BVR will track each participant's progress as he or she works towards completion of his or her IPE.

g. SSA Evaluation and Report(s)

1. SSA's planned evaluation activities include:

- a. Analysis of SSA earnings data;
- b. Analysis of the BVR case file data described in section D.e.2 above; and
- c. Estimation of the impact on earnings of services provided.

2. Unless participants revoke consent, SSA will use all participants' information in the evaluation. As part of SSA's evaluation, SSA will attempt to answer the following questions:

- a. How many individuals from the program services group applied for BVR services after the direct referral?
- b. How many individuals have employment outcomes such as job placement and earnings?
- c. What is the average length of time from application for BVR services to BVR's eligibility decision?
- d. What general vocational rehabilitation outcomes did participants achieve?
- e. What was the number of closed cases resulting in employment, and what was the number of cases closed for other reasons?

3. SSA will produce a report or multiple reports, suitable for publication in an academic journal, answering these questions to the extent possible, based on the data resulting from this demonstration. The report(s) will not contain or disclose personally identifiable information (PII). The report(s) will only contain statistics and tabulations that cannot be used to identify individual participants, to ensure privacy for demonstration participants.
  - a. SSA will share the draft report(s) with OOD prior to publication. OOD will have ten business days to offer comments. If the parties disagree about any comment or proposed revision and are unable to resolve their disagreement through discussions, then SSA will notify OOD regarding what comments or revisions it does not accept. Within 14 business days of SSA's notice, OOD can elect to provide SSA an official response to be included as an appendix to the report identifying the reasons why OOD disagreed with the findings of the report. OOD's response will be limited to alleged misinterpretations rather than proposals of alternate data analyses.
  - b. SSA will release a final version of the report(s) and provide OOD with an electronic copy. SSA will publish and release any reports in the usual course of agency business for any SSA report. Nothing herein limits SSA's obligations pursuant to applicable Federal laws that may require disclosure of the reports or their findings.

h. SSA's Maintenance of BVR Data

SSA will maintain the records it receives from BVR in support of this demonstration in the Disability Insurance and Supplemental Security Income Demonstration Projects and Experiments System (SORN 60-0218), last fully published on January 11, 2006 (71 FR 1836), as amended on December 10, 2007 (72 FR 69723) and November 1, 2018 (83 FR 54969).

i. Ticket to Work (TTW) eligibility:

If SSA awards a participant's SSDI claim, or continues SSI eligibility because the SSI recipient meets the adult definition of disability, the participant may become eligible to participate in the TTW program. Participation in the ODRD will not affect a beneficiary's ability to participate in the TTW program.

## E. DATA SECURITY PROCEDURES AND SAFEGUARDS

a. Protected Information:

1. While disclosure of information from SSA and DDD to BVR, for ODRD, will be based on individual consent, to ensure integrity of ODRD data for evaluation purposes, BVR will comply with the Federal security procedures and safeguards (as outlined in this JFCA) in protection of such information.
2. DDD acknowledges that its collection, maintenance, access, and disclosure of information for the ODRD (including but not limited to ODRD informed consents, Form SSA-3288s, SSA claimant medical information, and other participant information) are governed by 20 C.F.R. §§ 416.1031, 416.1033. In safeguarding such information, DDD

will comply with the confidentiality of information, including the security of systems, and records requirements described in 20 CFR Part 401 and pertinent written SSA guidelines.

3. SSA will comply with the Federal security procedures and safeguards (as outlined in this JFCA) in protection of all information maintained in SSA records and received from DDD and BVR about ODRD participants.
- b. For all protected information, SSA and OOD, through OOD's DDD and BVR, will comply with the requirements of the Federal Information Security Modernization Act (FISMA), 44 U.S.C. Chapter 35, Subchapter II, as amended by the Federal Information Security Modernization Act of 2014 (Pub. L. 113-283); related OMB circulars and memoranda, such as Circular A-130, *Managing Information as a Strategic Resource* (July 28, 2016) and Memorandum M-17-12 *Preparing for and Responding to a Breach of Personally Identifiable Information* (January 3, 2017); National Institute of Standards and Technology (NIST) series of Special Publication (SP); Federal Information Processing Standards (FIPS) Publication; and the Federal Acquisition Regulations, including any applicable amendments published after the effective date of this JFCA. These laws, directives, and regulation include requirements for safeguarding federal information systems and PII used in federal agency business processes, as well as related reporting requirements. SSA and OOD, through OOD's DDD and BVR, recognize and will implement the laws, regulation, NIST standards, and OMB directives including those published subsequent to its effective date of the JFCA.

FISMA requirements apply to all federal contractors, organizations, or sources that possess or use federal information, or that operate, use, or have access to federal information systems on behalf of an agency. SSA and OOD, via DDD and BVR, are responsible for oversight and compliance of their contractors and agents.

c. Administrative Safeguards

For all protected information, the parties will restrict access to protected information to authorized employees and officials who need it to perform their official duties in connection with the uses of the data authorized in this JFCA.

SSA and DDD disclosure of protected information will be in accordance with applicable Federal law and regulations.

d. Physical Safeguards

For all protected information, the parties will store the protected information in an area that is physically and technologically secure from access by unauthorized persons at all times (e.g., door locks, card keys, biometric identifiers, etc.). Only authorized personnel will transport protected information. The parties will establish appropriate safeguards for such data, as determined by a risk-based assessment of the circumstances involved.

e. Technical Safeguards

For all protected information, the parties will process protected information under the immediate supervision and control of authorized personnel in a manner that will protect the confidentiality of the data, so that unauthorized persons cannot retrieve any data by



computer, remote terminal, or other means. Systems personnel must enter personal identification numbers when accessing data on the agencies' systems. The parties will strictly limit authorization to those electronic data areas necessary for the authorized personnel to perform his or her official duties.

f. Application of Policy and Procedures

For all protected information, the parties will adopt policies and procedures to ensure that protected information is safeguarded and used solely as provided in this JFCA. The parties will comply with these guidelines and any subsequent revisions.

g. Onsite Inspection

SSA has the right to monitor the Reporter's compliance with FISMA and other security and safeguarding requirements in applicable laws, regulations, and directives. SSA has the right to make reasonable onsite inspections during normal business hours for auditing compliance, if necessary, for the duration or any extension of this agreement.

## F. REPORTING THEFT OR LOSS OF PII

If SSA or DDD experiences an incident involving the loss or breach of protected information that constitutes PII, they will follow the incident reporting guidelines issued by OMB and SSA, including notification to proper organizations (e.g., United States Computer Emergency Readiness Team, the agency's security office). DDD will follow SSA written guidelines applicable to states performing disability determination services in reporting such an incident. In addition, if SSA experiences an incident involving the loss or breach of protected information provided by BVR, SSA will notify BVR's security contact named in this JFCA. If SSA is unable to speak with Andrew Ewing OOD's Security Contact within one hour at (614) 433-8288, SSA will contact Derek Willer at (614) 438-1712.

To ensure integrity of SSA data for evaluation purposes, if BVR experiences a breach of protected information, BVR will also follow the incident reporting guidelines issued by OMB. In addition, BVR will notify SSA's security contact named in this JFCA and follow the procedures in Appendix A. If BVR is unable to speak with the SSA Systems Security Contact within one hour or if for some other reason notifying the SSA Systems Security Contact is not practicable (e.g., it is outside of the normal business hours), BVR will call SSA's National Network Service Center toll free at 1-877-697-4889.

The parties will follow PII breach notification policies and related procedures as issued by OMB. If the agency that experienced the breach determines that the risk of harm requires notification to affected individuals or other remedies, the agency responsible for the breach will carry out these remedies without cost to the other agency.

## G. PROCEDURES FOR RETENTION AND TIMELY DESTRUCTION OF PERSONALLY IDENTIFIABLE RECORDS

SSA and DDD will retain and retire all ODRD information, including protected information, in accordance with applicable Federal records retention schedules and Federal records laws.

BVR will retain ODRD information, including its case files and protected information received from SSA and DDD based on participant consent, pursuant to applicable state law.

#### H. PERIOD OF JFCA

DDD will begin recruitment within 30 business days of the parties signing this JFCA. This JFCA is effective for three years after execution by the parties, unless the parties agree to a modification extending this JFCA.

Notwithstanding the foregoing paragraph, all provisions as to data security and safeguards shall remain in effect for all protected information for as long as the parties retain such information.

#### I. MODIFICATION OR CANCELLATION PROVISION

Either party may request a modification to this JFCA in writing at any time. Written notification of failure to reach agreement on a written request for modification constitutes notice of intent to cancel this JFCA, unless the requesting party withdraws the request for modification.

#### J. TERMINATION PROVISION

Either party may terminate this JFCA upon 60-calendar days notice. Upon receipt of a 60-day notice to terminate, the parties agree to confer within the 60-day period for the express purpose of resolving differences and reaching an agreement acceptable to both parties. If the parties reach an agreement, the affected party will withdraw its notice of intent to terminate. If the parties cannot reach an agreement, termination will be final at the expiration of the 60-day period.

#### K. REIMBURSEMENT

SSA will not expend any additional funds for this demonstration beyond costs for regular staff time.

#### L. INTEGRATION CLAUSE

This JFCA constitutes the entire agreement of the parties with respect to its subject matter. There have been no representations, warranties, or promises made outside of this JFCA. This JFCA shall take precedence over any other documents that may be in conflict.

#### M. DISCLAIMERS

SSA is not liable for any damages or loss resulting from errors in information provided to OOD under this JFCA. Furthermore, SSA is not liable for any damages due to loss, or destruction of data or materials that are in the possession of OOD as a result of any responsibilities, obligations, or activities under this JFCA.

#### N. PROJECT OFFICERS/DATA CUSTODIANS

The Data Custodian for SSA is:

Joyanne Cobb  
Office of Research, Demonstration, and Employment Support  
250 E Street SW 8<sup>th</sup> Floor  
Washington DC 20219  
(202) 358-6509  
Joyanne.Cobb@ssa.gov

The Data Custodian for OOD is:

Kevin L Miller  
Executive Director of Opportunities for Ohioans with Disabilities  
150 East Campus View Blvd  
Columbus, OH 43235  
1-800-282-4536  
Kevin.Miller@ood.ohio.gov

These individuals will act as Data Custodians for their respective parties in ensuring each agency observes all conditions of use set forth under this JFCA and establishes and maintains security arrangements that will safeguard protected information from loss and unauthorized use. The parties will notify each other within 15 business days of any change in Data Custodian.

**O. COUNTERPARTS**


This JFCA may be executed in counterparts, each of which constitutes an original and all of which shall constitute one and the same JFCA. Facsimiles of signatures constitute acceptable, binding signatures for the purposes of this JFCA.

**P. SIGNATURES**

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this JFCA.

**OPPORTUNITIES FOR OHIOANS WITH DISABILITIES**

Kevin L Miller  
Executive Director of Opportunities for Ohioans with Disabilities

 \_\_\_\_\_

Signature

 \_\_\_\_\_

Date

**SOCIAL SECURITY ADMINISTRATION**

Katherine A. Bent, RN, Ph.D.  
Associate Commissioner for  
Research, Demonstration, and Employment Support  
Social Security Administration

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

## Appendix A

### **SSA Policy and Procedures for Reporting the Loss or Suspected Loss of Personally Identifiable Information (PII)**

Social Security's goal is to safeguard and protect the personally identifiable information (PII) entrusted to the agency by reporting immediately the loss or suspected loss of PII to the Department of Homeland Security's United States Computer Emergency Readiness Team (US-CERT). Loss of PII could involve theft, malicious/deliberate breach or accidental mishandling of personally identifiable information in electronic or in paper form.

To accomplish our goal of safeguarding PII, SSA requires that all authorized users of the PII described in this JFCA follow the SSA procedures for reporting a loss or suspected loss of PII to SSA as outlined below. Examples of PII include a person's name, date of birth, Social Security number, bank account information, address, health records and Social Security benefit data.

#### **Procedures for the Custodian and all Other Authorized Users of PII**

3. When you lose or suspect you have lost PII, you must notify SSA immediately. Time is of the essence. Provide updates to your supervisor/manager as they become available, but do not delay your initial report to SSA. Please provide SSA with complete and accurate information about the details of the loss or possible PII loss. Use the attached Worksheet to document the following information about the incident.
  - a. Staff personnel and area involved in the incident.
  - b. SSA custodian/contact information.
  - c. A description of the loss or suspected loss (e.g., nature of loss, scope, number of files or records and type of equipment or media) including the approximate time and location of loss.
  - d. How was the data physically stored, packaged and/or contained (e.g., password protected, encrypted, locked briefcase, redacted personal information, etc.)?
  - e. Have any individuals or external organizations (e.g., other agencies, law enforcement or the press) been contacted or contacted you?
  - f. Have any other reports (e.g., FPS, local police, report to SSA) been filed?
4. Send the completed worksheet to SSA and any other parties described in the Cooperative Agreement or directly involved as soon as possible.
5. The information and details about an incident are sensitive and you should share them only with those who have a need to know.

**Reporting Loss or Potential Loss of Personally Identifiable Information**

1. Information about the individual making the report:

Name:			
Position:			
Organization:			
Phone Numbers:			
Work:		Cell:	
		Home/Other:	
E-mail Address:			
Check one of the following:			
Management Official		Security Officer	Non-Management

2. Information about the micro data that was lost/stolen:

Which element(s) of PII did the data contain?

Name		Bank Account Info	
SSN		Medical/Health Information	
Date of Birth		Benefit Payment Info	
Place of Birth		Mother's Maiden Name	
Address		Other (describe):	

Estimated volume of records involved:

3. How the data was physically stored, packaged and/or contained? Paper or Electronic? (circle one)

If electronic, what type of device?

Laptop		Tablet		Backup Tape		Blackberry	
Workstation		Server		CD/DVD		Blackberry Phone #	
Hard Drive		Floppy Disk		USB Drive			
Other (describe):							

Additional Questions if Electronic:

	Yes	No	Not Sure
a. Was the device encrypted?			
b. Was the device password protected?			
c. If a laptop or tablet, was a VPN SmartCard lost?			
Cardholder's Name:			
Cardholder's SSA logon PIN:			
Hardware Make/Model:			
Hardware Serial Number:			

Additional Questions if Paper:

	Yes	No	Not Sure
a. Was the information in a locked briefcase?			
b. Was the information in a locked cabinet or drawer?			
c. Was the information in a locked vehicle trunk?			
d. Was the information redacted?			
e. Other circumstances:			

4. If the employee/contractor who was in possession of the data or to whom the data was assigned is not the person making the report (as listed in #1), information about this employee/contractor:

Name:			
Position:			
Organization:			
Phone Numbers:			
Work:	Cell:	Home/Other:	
E-mail Address:			

5. Circumstances of the loss:

- a. When was it lost/stolen?
- b. Brief description of how the loss/theft occurred:
- c. When was it reported to the SSA custodian (time/date, SSA custodian name/title/component)?

6. Which reports have been filed? (Include FPS, local police, and report to SSA)

Report Filed	Yes	No	Report Number
Federal Protective Service			
Local Police			
	Yes	No	
Report to SSA			
Other (describe)			

7. Other pertinent information (include actions under way, as well as any contacts with other agencies, law enforcement or the press):