

**COMPUTER MATCHING AGREEMENT  
BETWEEN THE  
SOCIAL SECURITY ADMINISTRATION  
AND THE**

**[LAW ENFORCEMENT AGENCY/SOURCE JURISDICTION]**

**SSA Match #5001**

**Expiration Date of Agreement:  
October 9, 2023**

**Article I - Purpose**

The purpose of this agreement is to establish the terms, conditions, and safeguards under which the Social Security Administration (SSA) will conduct a computer matching program with **[fill-in law enforcement jurisdiction/agency name]** (Source Jurisdiction) in accordance with the Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988 (5 U.S.C. § 552a), and the regulations and guidance promulgated thereunder, to identify individuals in the Source Jurisdiction who are (1) fleeing fugitive felons, parole violators, or probation violators, as defined by the Social Security Act (Act) and in accordance with the Martinez Settlement and the Clark Court Order, as defined below; and who are also (2) Supplemental Security Income (SSI) recipients; Retirement, Survivors and Disability Insurance (RSDI) beneficiaries; Special Veterans Benefit (SVB) beneficiaries; or representative payees for SSI recipients, RSDI beneficiaries, or SVB beneficiaries.

**Article II - Legal Authority**

A. The legal authority for the matching program conducted under this agreement is:

1. Sections 1611(e)(4)(A)(i), 202(x)(1)(A)(iv), and 804(a)(2) of the Act (42 U.S.C. §§ 1382(e)(4)(A)(i), 402(x)(1)(A)(iv), and 1004(a)(2)), which prohibit the payment of SSI, RSDI, or SVB benefits to an SSI recipient, RSDI beneficiary, or SVB beneficiary for any month during which such individual flees to avoid prosecution, or custody or confinement after conviction, under the applicable laws of the jurisdiction from which the person flees, for a crime or attempt to commit a crime considered to be a felony under the laws of said jurisdiction, or in jurisdictions that do not define such crimes as felonies, is punishable by death or imprisonment for a term exceeding 1 year (regardless of the actual sentence imposed). As a result of a settlement of a nationwide class action in *Martinez v. Astrue*, No. 08-4735 (N.D. Cal. September 24, 2009) (Martinez Settlement), SSA's nonpayment of benefits under these sections of the Act is limited to individuals with certain flight- or escape-coded warrants.
2. Sections 1611(e)(4)(A)(ii), 202(x)(1)(A)(v), and 804(a)(3) of the Act (42 U.S.C. §§ 1382(e)(4)(A)(ii), 402(x)(1)(A)(v), and 1004(a)(3)), which prohibit payment of SSI, RSDI, or SVB benefits to a recipient/beneficiary who violates a condition of probation or parole imposed under Federal or state law. As a result of a nationwide class action in *Clark v. Astrue*, 06 Civ. 15521 (S.D. NY, April 13, 2012) (Clark Court Order), SSA's

nonpayment of benefits under these sections of the Act cannot be based solely on the existence of parole or probation violation warrants.

3. Sections 1631(a)(2)(B)(iii)(V), 205(j)(2)(C)(i)(V), and 807(d)(1)(E) of the Act (42 U.S.C. §§ 1383(a)(2)(B)(iii)(V), 405(j)(2)(C)(i)(V), 1007(d)(1)(E)), which prohibit SSA from using a person as a representative payee when such person is a person described in sections 1611(e)(4)(A), 202(x)(1)(A)(iv), or 804(a)(2) of the Act.
- B. The legal authority for SSA's disclosure of information to the Source Jurisdiction is: sections 1106(a), 1611(e)(5), 1631(a)(2)(B)(xiv), 202(x)(3)(C), 205(j)(2)(B)(iii) and 807(b)(3) of the Act; the Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988 (5 U.S.C. § 552a(b)(3)); and SSA's disclosure regulations promulgated at 20 C.F.R. § 401.150. The terms of the Clark Court Order and the Martinez Settlement do not restrict this disclosure authority in any manner.

### **Article III - Definitions**

- A. "Disclosure" means the release of information, data, or records with or without the consent of the individual(s) to whom the information, data, or records pertain.
- B. "Felony" for purposes of this agreement, is a crime, or an attempt to commit a crime, 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 such crimes as felonies, but as crimes 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. In accordance with the terms of the Martinez Settlement, SSA will only recognize specific fleeing felony crimes, (i.e., escape from custody, flight to avoid prosecution or confinement, and flight-escape) to suspend monthly benefits.
- C. "Fleeing Fugitive Felon" means an individual fleeing to avoid prosecution, custody, or confinement after conviction for a crime, or an attempt to commit a crime that is a felony under applicable laws of the jurisdiction from which the person flees, or in jurisdictions that do not define such crimes as felonies but as crimes punishable by death or imprisonment for a term exceeding 1 year (regardless of the actual sentence imposed). In accordance with the terms of the Martinez Settlement, SSA will only recognize specific fleeing felony crimes (i.e., escape from custody, flight to avoid prosecution or confinement, and flight-escape) to suspend monthly benefits. We now only consider beneficiaries or recipients who commit one of these fleeing felony crimes to be a fleeing fugitive felon.
- D. "Government to Government Services Online" means a suite of web-based applications enabling government organizations and authorized individuals to conduct business with and submit confidential information to SSA.
- E. "OIG" means the Office of the Inspector General for SSA.
- F. "Parole Violator or Probation Violator" means an individual who is determined by the Source Jurisdiction to be in violation of a condition of parole or probation imposed under

Federal or state law. Based on the Clark Court Order, we will no longer suspend or deny payments to Social Security beneficiaries or recipients relying solely on our receipt of probation or parole violation warrants.

- G. “Record” means any item, collection, or grouping of information about an individual, maintained by an entity including, but not limited to the individual’s criminal history, name, Social Security number (SSN), date of birth, and gender.
- H. “Record Source” means the legal or government agency (e.g., law enforcement agency) that has the authority to maintain and administer warrant records for a specific jurisdiction (e.g., county or district court).
- I. “Representative Payee” means an individual who is selected by SSA to receive SSA benefits on behalf of SSI recipients, RSDI beneficiaries, or SVB beneficiaries.
- J. “RSDI” means Retirement, Survivors and Disability Insurance program, administered by SSA under Title II of the Act.
- K. “Source Jurisdiction” or “Reporter” means the law enforcement agency disclosing records used in this matching program.
- L. “SSA” means Social Security Administration, including its operating components and OIG.
- M. “SSI” means Supplemental Security Income program, administered by SSA under Title XVI of the Act.
- N. “SVB” means Special Veterans Benefit under Title VIII of the Act.

#### **Article IV - Responsibilities of the Parties**

- A. Source Jurisdiction’s Responsibilities:
  1. The Source Jurisdiction will disclose to SSA the records of individuals who meet the definition of a fleeing fugitive felon, probation violator, or parole violator as defined in this agreement, and under the Act.
  2. The Source Jurisdiction will disclose its records to SSA electronically, with clear identification of the record source, as described in Article VI, Section A.1, and on a monthly basis or at such other frequency agreed upon by both parties to this agreement.
  3. Records that the Source Jurisdiction discloses to SSA under this agreement constitute written requests from the Source Jurisdiction to SSA containing the names of individuals who meet the definition of a fleeing fugitive felon, probation violator, or parole violator, as defined in this agreement and under the Act, and including other identifying information as SSA may reasonably require to establish the unique identity of the individuals. The specific data elements that the Source Jurisdiction must include are set forth in Attachment A. By signing this agreement, the Source Jurisdiction certifies that:

(i) it has identified each individual in its requests as a fleeing fugitive felon, probation violator, or parole violator; and (ii) the apprehension of such individual is within the officer's official duties.

4. These records are compiled from \_\_\_\_\_ . *[Describe the record source of the Source Jurisdiction's records as thoroughly as possible, including the record source name and where the record source is getting his records for matching (e.g., XXX County Sheriff's Office is the records source for the warrants issued from XXX County Court). A Source Jurisdiction with multiple warrant agencies/reporters must describe the exact sites from which we can accept and process the warrant information.]*

#### B. SSA's Responsibilities:

1. After the Source Jurisdiction discloses its records to SSA in accordance with section A above, SSA will match the incoming records of the Source Jurisdiction against SSA's systems of records to identify: (a) fleeing fugitive felons, probation violators, or parole violators who are receiving, and who have applied to receive, SSI, RSDI, or SVB payments as a recipient/beneficiary; and (b) fleeing fugitive felons who are serving as representative payees for an SSI recipient or, RSDI or SVB beneficiary.
2. SSA will provide SSA OIG with a written response to the Source Jurisdiction containing the current address, SSN, and photograph (if available) of the individual identified by the Source Jurisdiction as meeting the definition of a fleeing fugitive felon, probation violator, or parole violator as defined in this agreement, under the Act, and in accordance with the Martinez Settlement and Clark Court Order. This written response will contain certain available information SSA has on file for the individual.
3. OIG will receive warrant certification data from the Source Jurisdiction on behalf of SSA and will share such data with other SSA components pursuant to joint procedures developed between OIG and such other SSA components. The warrant certification data consists of name, date of birth (DOB), SSN, gender, race, warrant number, originating agency case number (OCA), offense code, date of warrant, originating indicator (ORI)/Agency that issued the warrant, National Crime Information Center (NIC) number, warrant ID number, and any aliases associated with subjects of the warrant. In instances where a Source Jurisdiction requests OIG to not share data due to ongoing law enforcement investigative activities of the Source Jurisdiction, OIG may defer referral of the data to SSA for up to one year, unless an official written request on Agency letterhead is received from appropriate prosecutorial authorities requesting deferral for a longer period of time.
4. OIG adds to the warrant certification data additional information consisting of the arrest date or indicates that the warrant is still active, and the date OIG verified the additional information. Once the SSA components receive fleeing fugitive felon warrant certification from OIG, SSA components will review the fleeing fugitive felon warrant information to determine whether to suspend or deny benefits, as legally appropriate and in accordance with the Martinez Settlement terms.

### **Article V - Justification and Anticipated Results of the Matching Program**

- A. Justification: SSI recipients, RSDI beneficiaries, and SVB beneficiaries who receive Federal payments are subject to investigation to verify that they are not fleeing fugitive felons as defined in the Act, in this agreement, and in accordance with the Martinez Settlement, and therefore are eligible or entitled to receive these payments. Representative payees are subject to investigation to determine their eligibility to serve as representative payees. A computer matching program between SSA and the Federal, state, and local law enforcement agencies is the most efficient and comprehensive method of collecting and comparing certain records critical to enforce these statutory and court ordered requirements. No other administrative activity exists that can accomplish this purpose with the same degree of efficiency. Additionally, this matching program will assist OIG in preventing and detecting fraud, waste, and abuse in SSA's programs and operations, creating program savings from SSA's suspension or termination of improper SSI, RSDI, or SVB payments, and preventing representative payee misuse of such payments.
- B. Anticipated Results: This matching program will assist in suspension or termination of Title II/Title VIII/Title XVI benefits to those certain fleeing fugitive felons who do not meet the statutory "good cause" requirements for continuing benefits. Based on data from the Office of Public Service and Operations Support provided from Fugitive Felon and Fraud Operational Data Store, this matching program resulted in discovery of over \$2,903,614 in overpayments in calendar year (CY) 2020, which includes the number of Title II and Title XVI fugitive felon and parole or probation violation payment suspensions for calendar year as well as the total dollar amount of the resulting Title II and Title XVI overpayment (see Attachment B). Estimated recovery of these overpaid benefits is over \$2,190,080. The total costs projection for this matching program is about \$873,610. Accordingly, we find this matching program to be cost-effective with a benefit to cost ratio of 2.51 to 1. This Cost Benefit Analysis ratio is the outcome of the computation using CY 2020 data.

### **Article VI - Description of Records Matched**

- A. Systems of Records:
1. Source Jurisdiction Records:
    - a. The Source Jurisdiction will identify individuals who are fleeing fugitive felons, probation violators, or parole violators in its records originating from various databases.
    - b. The Source Jurisdiction will prepare and disclose its records electronically (e.g., Government to Government Services Online) with clear identification of the record source including the record source name and where record source obtained the information.

SSA System of Records – SSA will match the following systems of records with the incoming Source Jurisdiction records to determine individuals who receive SSI, RSDI, or SVB benefits, or individuals serving as representative payees for SSI recipients, RSDI beneficiaries, or SVB beneficiaries:

- a. Supplemental Security Income Record and Special Veterans Benefits (SSR/SVB), 60-0103, originally published at 71 Federal Register (Fed. Reg.) 1830 on January 11, 2006 and updated on December 10, 2007, at 72 Fed. Reg. 69723, July 3, 2018 at 83 Fed. Reg. 31250-31251, and November 1, 2018 at 83 Fed. Reg. 54969;
- b. Master Beneficiary Record (MBR), SSA/ORSIS 60-0090, originally published at 71 Fed. Reg. 1826 on January 11, 2006 and updated on December 10, 2007, at 72 Fed. Reg. 69723, and July 5, 2013 at 78 Fed. Reg. 40542, July 3, 2018 at 83 Fed. Reg. 31250-31251, and November 1, 2018 at 83 Fed. Reg. 54969;
- c. Master Representative Payee File, SSA/NCC 60-0222, originally published on April 22, 2013 at 78 Fed. Reg. 23811, and updated on July 3, 2018 at 83 Fed. Reg. 31250-31251 and November 2, 2018 at 83 Fed. Reg. 55228; and,
- d. Master Files of Social Security Number Holders and SSN Applications, SSA/OTSO 60-0058, originally published on December 29, 2010 at 75 Fed. Reg. 82121 and updated on July 5, 2013 at 78 Fed. Reg. 40542 and February 13, 2014 at 79 Fed. Reg. 8780, July 3, 2018 at 83 Fed. Reg. 31250-31251, and November 1, 2018 at 83 Fed. Reg. 54969. The Alphident file comes under this system of record.

The information in these systems of records may be updated during the effective period of this agreement as required by the Privacy Act.

#### B. Data Elements Matched:

1. The Source Jurisdiction will provide specific data elements for individuals as specified in Attachment A.
2. SSA Data Elements Matched:
  - a. SSR/SVB and MBR: Individual's SSN and payment status
  - b. Master Files of SSN Holders and SSN Applications: Individual's name, date of birth, SSN, and gender
  - c. Master Representative Payee File: Individual's SSN and status as a representative payee
3. Alphident Use:

The purpose of using the Alphident file under this agreement is to locate an individual's

SSN by name search. SSA will use the Alphident file when the Source Jurisdiction either fails to provide an SSN or provides an incorrect SSN for the named individual. The Alphident file allows SSA to locate the SSN by utilizing electronic data systems currently available.

SSA matches the name and date of birth data received from the Source Jurisdiction against the Alphident file. If both sets of data match only one record in SSA's file, SSA assumes that the SSN associated 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 search in the same manner as those individuals whose SSNs provided by the Source Jurisdiction matched SSA's records. If the name of an individual matches with a single SSN in SSA's records, SSA assumes that the SSN associated with the matching record belongs to the individual in the Source Jurisdiction's records, even if the date of birth does not match. SSA then considers this a matched item.

C. Volume of Records Matched:

The Source Jurisdiction will disclose identifying records on approximately *(estimated number of warrants)* fleeing fugitive felons.

**Article VII – Records Accuracy Assessment**

Source Jurisdiction Records: The Source Jurisdiction records are estimated to be *(to be supplied by source jurisdiction)* percent accurate.

SSA Records: Based on internal consistency checks and SSN/name verification procedures, SSA estimates at least a 99 percent accuracy rate of the name and SSN information contained in the Supplemental Security Income Record and Special Veterans Benefits, Master Beneficiary Record, Master Representative Payee File System, and Master Files of Social Security Number Holders and SSN Applications.

**Article VIII – Notice, Verification, and Opportunity to Contest Match Data**

A. SSA agrees to notify:

1. all individuals who apply for SSI, RSDI, or SVB benefits that information obtained through matching programs may be used by SSA in determining eligibility for benefits; and
2. all individuals who apply to be or currently serve as a representative payee for an SSI recipient, or SVB or RSDI 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.

- B. SSA agrees to provide notices to all SSI recipients, SVB beneficiaries, RSDI beneficiaries, and representative payees acting on behalf of SSI recipients, SVB beneficiaries, or RSDI beneficiaries, that SSA's matching activities follow the guidelines established by the Office of Management and Budget (OMB). In addition to publishing in the Federal Register specific notice of this matching program, SSA will mail periodic notices to all SSI recipients and SVB beneficiaries, and RSDI beneficiaries describing SSA's matching activities.
- C. SSA agrees 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 developed between SSA and OIG, that the SSN belongs to the individual, and that the individual is a fleeing fugitive felon, as defined in this agreement. In addition, SSA will provide (by notice mailed to his or her address in SSA's record) to each individual against whom SSA decides such adverse action is necessary the following information:
1. That SSA has received information which indicates that the individual has been a fleeing fugitive felon 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, SVB beneficiaries, or representative payees acting on behalf of such individuals) or within 30 days (for RSDI beneficiaries), SSA will assume that the data is correct and will make the necessary adjustment to the individual's payment.
  3. That the individual has 60 days after the date he or she receives the notice of SSA's adverse action to request reconsideration of the Agency's determination.

SSA will coordinate the release of the above notices so as not to jeopardize a law enforcement agency's efforts to apprehend these individuals.

#### **Article IX - Procedures for Retention and Timely Destruction of Records**

SSA and the Source Jurisdiction agree to follow these procedures for the retention and timely destruction of files/records in this matching program:

- A. The Source Jurisdiction's matching input files remain the property of the Source Jurisdiction and SSA will return or destroy the files upon completion of the necessary matching activity under this agreement. For records that the Source Jurisdiction does not want returned, OIG and SSA will retain them for the period of time required for any processing related to the matching program, and then will destroy them after 5 years by a secure means of destruction, unless OIG or SSA is required to retain the information in files pertaining to individuals to meet evidentiary requirements. If the information is retained to meet evidentiary requirements, OIG and SSA will retire such records in accordance with the applicable Federal Records Retention Schedule (44 U.S.C. § 3303a).



- B. SSA's matching input files remain the property of SSA and the Source Jurisdiction will return or destroy the files upon completion of the necessary matching activity described in this agreement.

### Article X - Security Procedures

SSA and Source Jurisdiction will comply with the requirements of the Federal Information Security Management 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) directives; and the Federal Acquisition Regulations, including any applicable amendments published after the effective date of this agreement. These laws, directives, and regulations include requirements for safeguarding Federal information systems and personally identifiable information (PII) used in Federal agency business processes, as well as related reporting requirements. Both agencies recognize, and will implement, the laws, regulations, NIST standards, and OMB directives including those published subsequent to the effective date of this agreement.

FISMA requirements apply to all Federal contractors, organizations, or entities that possess or use Federal information, or that operate, use, or have access to Federal information systems on behalf of an agency. Both agencies are responsible for oversight and compliance of their contractors and agents.

#### A. Loss Reporting

If either SSA or Source Jurisdiction experiences an incident involving the loss or breach of PII provided by SSA or Source Jurisdiction under the terms of this agreement, they will follow the incident reporting guidelines issued by OMB. In the event of a reportable incident under OMB guidance involving PII, the agency experiencing the incident is responsible for following its established procedures, including notification to the proper organizations (e.g., United States Computer Emergency Readiness Team and the agency's privacy office). In addition, the agency experiencing the incident (e.g., electronic or paper) will notify the other agency's Systems Security Contact named in this agreement. If Source Jurisdiction 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), Source Jurisdiction will call SSA's National Network Service Center toll free at 1-877-697-4889. If SSA is unable to speak with Source Jurisdiction Systems Security Contact within one hour, SSA will contact (fill in Source Jurisdiction's security contact information) at (XXX) XXX-XXXX.

#### B. Breach Notification

SSA and Source Jurisdiction will follow PII breach notification policies and related procedures issued by OMB. If the agency that experienced the breach determines that the

risk of harm requires notification to affected individuals or other remedies, that agency will carry out these remedies without cost to the other agency.

#### C. Administrative Safeguards

SSA and Source Jurisdiction will restrict access to the data matched and to any data created by the match to authorized employees and officials who need it to perform their official duties in connection with the uses of the data authorized in this agreement, except as required by Federal law. Further, SSA and Source Jurisdiction will advise all personnel who have access to the data matched and to any data created by the match of the confidential nature of the data, the safeguards required to protect the data, and the civil and criminal sanctions for noncompliance contained in the applicable Federal laws.

#### D. Physical Safeguards

SSA and Source Jurisdiction will store the data matched and any data created by the match 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 the data matched and any data created by the match. SSA and Source Jurisdiction will establish appropriate safeguards for such data, as determined by a risk-based assessment of the circumstances involved.

#### E. Technical Safeguards

SSA and Source Jurisdiction will process the data matched and any data created by the match 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. SSA and Source Jurisdiction will strictly limit authorization to those electronic data areas necessary for the authorized analyst to perform his or her official duties.

#### F. Application of Policies and Procedures

SSA and Source Jurisdiction will adopt policies and procedures to ensure that each agency uses the information contained in their respective records or obtained from each other solely as provided in this agreement. SSA and Source Jurisdiction will comply with these guidelines and any subsequent revisions.

#### G. Onsite Inspection

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

### **Article XI - Records Usage, Duplication, and Redislosure Restrictions**

- A. SSA and the Source Jurisdiction agree to the following limitations on the access to, disclosure of, and use of the incoming electronic records, the data contained therein and the records generated by the match. SSA and the Source Jurisdiction will:
1. ensure that access to, disclosure of, and use of the electronic files and records created by the match is restricted to the purposes stated in this agreement, except as required by Federal law;
  2. not duplicate or disseminate the electronic files and records created by the match within or outside of SSA or the Source Jurisdiction other than for redislosures under paragraphs B and C of this Article, except as required by Federal law;
  3. ensure adequate security of the electronic files and records created by the match;
  4. not create a separate file or system of records that consists solely of information concerning those individuals involved in the specific matching program, except as necessary in controlling or verifying the information for purposes specified in this agreement; and
  5. not use the electronic files or records created by the match to extract information about non-matched individuals for any purpose.
- B. To the extent that SSA wishes to redislose any information provided by the Source Jurisdiction or generated by this match to other Federal or State agencies permitted by law to have this same information, such redislosure will be subject to the requirements of the Privacy Act of 1974, as amended, whenever applicable. SSA will not make any other redislosures without prior written approval from the Source Jurisdiction, except as required by Federal law. The Source Jurisdiction will not give such approval unless Federal law requires the redislosure or such redislosure is essential to the conduct of this matching program.
- C. The Source Jurisdiction will not duplicate or disseminate any information obtained through this match, within or outside of the Source Jurisdiction, without prior written approval from SSA. SSA will only authorize a redislosure that is required by Federal law or essential to the conduct of this matching program. The Source Jurisdiction must specify in writing what records they wish to disclose, to whom, and the reasons that justify such redislosure.

### **Article XII - Comptroller General Access**

In accordance with 5 U.S.C. § 552a(o)(1)(K), the Government Accountability Office (Comptroller General) may have access to all SSA and Source Jurisdiction records, as necessary, in order to monitor or verify compliance with this agreement.

### **Article XIII - Reimbursement**

SSA and the Source Jurisdiction agree that the matching program conducted under this agreement is of mutual benefit to the parties and will be at no cost to either party. Activities under this agreement directly relate to program purposes for which SSA receives appropriations.

### **Article XIV - Duration, Modification, and Termination**

- A. **Effective Date**: This agreement is effective when the required comment and notice periods have expired as follows: (a) 30-day public comment period following SSA's publication of notice of this matching program in the Federal Register; (b) 40 days from the date on the notice that is sent to the Congressional committees of jurisdiction under 5 U.S.C. § 552a(o)(2)(A)(i); and (c) 40-day OMB review period provided for in OMB Circular A-130. Notwithstanding the foregoing, SSA and the Source Jurisdiction will not conduct the computer matching program under this agreement until both parties have signed this agreement.
- B. **Duration**: This agreement will be in effect for up to 18 months from the Effective Date, but not beyond the Expiration Date of October 9, 2023, regardless of the date of signature of the parties.
- C. **Renewal**: Ninety days prior to the Expiration Date, the parties may request to renew this agreement for up to 12 months, but not beyond October 9, 2024. In order to request such renewal, both SSA and the Source Jurisdiction must certify in writing that:
- 1) The matching program will be conducted without change; and
  - 2) The matching program has been conducted in compliance with this original agreement.
- Regardless of the date of this renewal certification, such renewal period will expire on October 9, 2024. If either party does not want to renew this agreement, it must notify the other party of its intention not to renew at least 90 days prior to the Expiration Date.
- D. **Modification**: Any modification to this agreement must be in writing, signed by both parties, and approved by the SSA Data Integrity Board.
- E. **Termination**: The parties may terminate this agreement at any time with mutual written consent of both parties. Either party may unilaterally terminate this agreement upon 90 days advance written notice to the other party; such unilateral termination will be effective 90 days after the date of the notice or at a later date specified in the notice. In addition, SSA may immediately and unilaterally suspend the data flow and terminate this agreement if SSA, in its sole discretion, determines that:
- 1) there has been an unauthorized use of information by the Source Jurisdiction;
  - 2) the Source Jurisdiction has violated or failed to comply with the terms and conditions of this agreement; or

- 3) the Source Jurisdiction has breached the terms for security of data.

### **Article XV - Integration Clause**

This agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes any similar agreement previously entered into between SSA and the Source Jurisdiction, or any predecessor agencies, under the applicable statutory provisions governing computerized records on SSI recipients, SVB beneficiaries, RSDI beneficiaries, and representative payees. There have been no representations, warranties, or promises made outside of this agreement. This agreement shall take precedence over any other documents that may be in conflict with it.

### **Article XVI - Persons to Contact**

- A. The SSA contacts for the matching program are:

1. Matching Program

Kim Cromwell, Government Information Specialist  
Office of the General Counsel  
Office of Privacy and Disclosure  
6401 Security Boulevard, G-401 WHR Building  
Baltimore, MD 21235  
Telephone: (410) 966-1392/Fax: (410) 594-0115  
Email: [kim.cromwell@ssa.gov](mailto:kim.cromwell@ssa.gov)

2. Information Security Issues

Jennifer Rutz, Director  
Office of Information Security  
Division of Compliance and Assessments  
Social Security Administration  
Suite 3383 Perimeter East Building  
6201 Security Boulevard  
Baltimore, MD 21235  
Telephone: (410) 966-8253  
Email: [jennifer.rutz@ssa.gov](mailto:jennifer.rutz@ssa.gov)

3. Office of the Inspector General

Kevin Huse, Deputy Assistant  
Inspector General for Investigations  
Office of the Inspector General  
6401 Security Boulevard, Room 2-ME-6  
Baltimore, MD 21235  
Telephone: (410) 965-4543  
Email: [kevin.huse@ssa.gov](mailto:kevin.huse@ssa.gov)

#### 4. Operations Issues

Jeff Gatton, Management and Program Analyst  
Office of Public Service and Operational Support  
6401 Security Boulevard, 1-J-10-B Annex Building  
Baltimore, MD 21235  
Telephone: (410) 965-4339  
Email: [jeff.gatton@ssa.gov](mailto:jeff.gatton@ssa.gov)

Michael Terry, Program Analyst  
Office of Public Service and Operational Support  
6401 Security Boulevard, 1-K-9-J Annex Building  
Baltimore, MD 21235  
Telephone: (410) 965-7779  
Email: [michael.terry@ssa.gov](mailto:michael.terry@ssa.gov)

Regional Fugitive Felon Coordinator

[Enter Regional Fugitive Felon Coordinator or the Regional Office Address]  
[Name]  
[Street Address]  
[City, State, Zip Code]  
Telephone: [Number]  
Email: [Email Address]

#### 5. Policy Issues

Renee Moore, Social Insurance Specialist  
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## 7. Project Coordinator

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## B. The Source Jurisdiction contact for the matching program is:

[Name, Title]  
[Office/Branch]  
[Street Address]  
[City, State, Zip Code]  
Phone: [Number]  
Fax: [Number]  
Email: [Email Address]

**Article XVII - SSA Authorized Signature and Data Integrity Board Approval**

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

**Electronic Signature Acknowledgement:** The signatories may sign this document electronically by using an approved electronic signature process. Each signatory electronically signing this document agrees that his/her electronic signature has the same legal validity and effect as his/her handwritten signature on the document, and that it has the same meaning as his/her handwritten signature.

Social Security Administration

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Mary Ann Zimmerman  
Deputy Executive Director  
Office of Privacy and Disclosure  
Office of the General Counsel

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Date

I certify that the SSA Data Integrity Board approved this agreement.

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Matthew D. Ramsey  
Chair  
SSA Data Integrity Board

---

Date



**Article XVIII - Regional and Source Jurisdiction Signatures**

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

**Electronic Signature Acknowledgement:** The signatories may sign this document electronically by using an approved electronic signature process. Each signatory electronically signing this document agrees that his/her electronic signature has the same legal validity and effect as his/her handwritten signature on the document, and that it has the same meaning as his/her handwritten signature.

Social Security Administration

\_\_\_\_\_  
[Name]

Regional Commissioner

[Region]

\_\_\_\_\_  
Date

[Name of Source Jurisdiction/Law Enforcement Agency]

\_\_\_\_\_  
[Name of Signatory]

[Title]

\_\_\_\_\_  
Date

Attachments:

Attachment A – Enumeration System Verification Record Layout

Attachment B – Cost Benefit Analysis

Attachment A  
Enumeration System Verification Record Layout

**INPUT FORMAT FOR REPORTING FLEEING FUGITIVE FELON/PAROLE-PROBATION VIOLATORS TO SSA**

**Dataset Name: EVSFUFEL**

<b>INPUT FIELD LOCATION</b>	<b>FIELD NAME</b>	<b>FIELD SIZE</b>	<b>FIELD TYPE</b> (A=alpha N=numeric)	<b>ENTRY REQUIREMENT</b> (M=mandatory C=conditional Opt=optional)
1-9	SOCIAL SECURITY NUMBER	9	N	<b>M</b>
10-12	ENTRY CODE "TPV"	3	A	<b>M</b>
13-15	PROCESSING CODE "417"	3	N	<b>M</b>
16-28	LAST NAME	13	A/N	<b>M</b>
29-38	FIRST NAME	10	A/N	<b>M</b>
39-45	MIDDLE NAME/INITIAL	7	A/N	Opt
46-53	DATE OF BIRTH (MMDDCCYY)	8	N	Opt
54	SEX CODE (M=MALE, F=FEMALE )	1	A	Opt
55-62	DATE REPORT PREPARED (MMDDCCYY)	8	N	<b>M</b>
63-82	SUBJECT'S DRIVER'S LICENSE NUMBER	20	A/N	Opt
83-84	SUBJECT'S DRIVER'S LICENSE STATE	2	A	Opt
85-92	DATE WARRANT ISSUED (MMDDCCYY)	8	N	<b>M</b>
93-95	BLANKS	3		
96-105	NCIC NUMBER	10	A/N	<b>C</b>
106-108	BLANKS	3		
109-117	ORIGINATING AGENCY IDENTIFICATION NUMBER (ORI#) <b>OR</b> SSA ISSUED AGENCY IDENTIFICATION NUMBER	9	A/N	<b>M</b>
118-119	WARRANT ISSUING STATE	2	A	<b>M</b>
120-122	BLANKS	3		
123-142	ORIGINATING AGENCY CASE NUMBER (OCA#)	20	A/N	<b>C</b>
143-146	OFFENSE CODE (NCIC STANDARD)	4	A/N	<b>M</b>
147-150	REPORTER ID CODE (as assigned by SSA)	4	A/N	<b>M</b>
151-180	WARRANT ISSUING AGENCY NAME	30	A/N	<b>M</b>
181-200	WARRANT NUMBER	20	A/N	<b>C</b>
201	SUBJECT'S RACE	1	A	Opt
202-211	WARRANT ISSUING AGENCY TELEPHONE NUMBER	10	N	Opt
212-241	BLANKS	30	A	
242-253	FBI NUMBER	12	N	Opt
254-273	OFFENSE TYPE (BURGLARY, MURDER, ETC.)	20	A	<b>C</b>
274	OFFENSE CHARGE SYMBOL (F OR P)	1	A	<b>C</b>
275-300	BLANKS	26		

FIELD SIZE TOTAL: **300**

## **DESCRIPTION OF DATA ELEMENTS**

Following is a definition for each data element in the record with descriptions of the data to be entered, as well as guidelines for completing each field. Please note that fields are annotated as mandatory (**M**), conditional (**C**) or optional (**Opt**). Reporters should attempt to provide as many of the optional data elements as possible to enable SSA and law enforcement to have a comprehensive record on the wanted individual.

### **FIELD NAME:**

**Social Security Number**—the Social Security number of the wanted individual. **This field must not be left blank. If the Social Security number is unknown, this field must be filled with zeros. (M)**

**Entry Code “TPV”**—a code used by SSA for internal processing identification. **TPV must appear in each record in the file. (M)**

**Processing Code “417”**—a code used by SSA for internal processing identification. **417 must appear in each record in the file. (M)**

**Last Name**—the wanted person’s last name. **This field must not be left blank. (M)**

**First Name**—the wanted person’s first name. **This field must not be left blank, but it may contain only one letter if that is all that is known. (M)**

**Middle Name/Initial**—the wanted person’s middle name or initial if known. **Otherwise this field should be left blank. Do not submit substitutions of “NMN,” “NMI,” “no middle name,” etc. (Opt)**

### **NAME FIELD EDITS:**

#### **A. ALIASES**

Submit any other names that the wanted individual may be using. For example, if “John Smith”, SSN 123-45-6789, wanted on warrant # 123456789, DOB 01/01/1970, is also known as “John Jones”, SSN, DOB, warrant # the same as the John Smith record, submit this information as a separate record in the file.

#### **B. NICKNAMES/ABBREVIATIONS**

For the purpose of this match, do **not** submit **nicknames** (such as Bubba, Gypsy, Rambo or Buddy) nor **abbreviated names**. When a person applies for a Social Security Card, only those names established by birth records and/or court documents relating to name changes are acceptable. Also, do **not** submit **gang names** or **street names**.

**DESCRIPTION OF DATA ELEMENTS (Continued)****NAME FIELD EDITS: (Continued)****C. SPECIAL CHARACTERS NOT ALLOWED**

Apostrophes (‘)  
 Periods (.)  
 Parenthesis ()  
 Slashes (\ or /)  
 Quotes (“)  
 Special Characters ~,!,@,#,\$,%,&,\*,<,>,-,\_,=,+,(,),/, \, ?

**D. TITLES NOT ALLOWED**

Jr or Junior spelled out  
 Sr or Senior spelled out  
 I or First spelled out  
 II or Second spelled out  
 III or Third spelled out  
 IV or Fourth spelled out

**NOTE: JUVENILES**--Do not annotate any record as “JUVENILE”. The SSA processing system will interpret “juvenile” as a name and this will result in a “no match” to SSA’s SSN records.

**E. COMPOUND NAMES**

Last names, first and/or middle names containing compound names must contain a SPACE dividing the names. Examples of compound names are: Van-Meter, Von-Paris, Perez-Rodriguez, Smith-Jones, Alice-Marie, Rose-Bud, Smith-Barney. Reporting examples:

	<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>MIDDLE NAME</u>
Actual Name:	Smith-Barney	Alice-Marie	Rose-Bud
Send to SSA:	Smith Barney	Alice Mari	Rose Bu

**Date of Birth**—wanted person’s date of birth, if known. Format must be MMDDCCYY. If the month and year are known and the day is unknown, enter the correct month and correct year and enter two zeros for the day. Enter a zero before single-digit months and days--for example, July 7, 1977=07071977. **If the date of birth is unknown, it may be left blank. (Opt)**

**Sex Code**—gender of the wanted person. M=male, F=female. **If unknown, leave this field blank. (Opt)**

**Date report prepared**—date the report was prepared for submission to SSA. Enter a zero before any single-digit month or date, i.e., 7/7/2001=07072001. **This is a required field and must be filled with valid numerics, MMDDCCYY. (M)**

**Subject’s Driver’s License Number**—wanted person’s driver’s license number, if known. **If unknown, leave this field blank. (Opt)**

## **DESCRIPTION OF DATA ELEMENTS (Continued)**

**Subject's Driver's License State**— use the standard postal alpha abbreviation of the State that issued the wanted person's driver's license. **If unknown, leave this field blank. (Opt)**

**Date Warrant Issued**— date the arrest warrant for the fugitive felon was issued. The format must be MMDDCCYY. **This is a required field. (M)**

**NCIC Number**—identifying Number assigned to fugitive felon record by National Crime Information Center (NCIC). This number is only assigned to NCIC records. **This is a required field if neither the OCA# nor the warrant number is available. (C)**

**Originating Agency Identification Number (ORI#)**—

Identifying Agency number assigned by the Criminal Justice Information Service (CJIS) to the law enforcement agency,

**OR** , if the law enforcement agency does not have an ORI#, then:

The identifying nine-position alpha/numeric code assigned by SSA to law enforcement agencies that do not have an ORI number, referred to by SSA as the **SSA Issued Agency Identification Number**.

The field must contain alpha/numeric characters only. **This is a required field and must be filled with one of the two above described identification numbers. (M)**

**Warrant Issuing State**—use the standard postal alpha abbreviation for the State that issued the warrant. **This is a required field. (M)**

**Originating Agency Case Number (OCA#)**—the number assigned to the case record by the law enforcement agency. **This is a required field if neither the NCIC Number nor the Warrant Number is available. (C)**

**Offense Code (NCIC Standard)**—the NCIC standard code for the type of offense committed by the fugitive felon. **This is a required field. (M)**

**Reporter ID Code**—4-position reporter ID code that SSA has assigned to your agency. The field is required and must contain alpha/numeric characters only. **This is a required field and must be completely filled. (M)**

EXAMPLE:

<b><u>CODE</u></b>	<b><u>SOURCE SUPPLYING DATA</u></b>
3AKF	Alaska State Police
AK01	North Pole County Sheriff

**DESCRIPTION OF DATA ELEMENTS (Continued)**

**Warrant Issuing Agency Name**—name of the agency issuing the warrant for the fugitive felon. **This is a required field. (M)**

**Warrant Number**—number assigned by the court when the warrant is issued. **This is a required field if neither the NCIC Number nor the OCA Number is available. (C)**

**Subject's Race**—use the following NCIC standard codes for race.

<b><u>Race</u></b>	<b><u>Code</u></b>
American Indian or Alaskan Native	I
Asian or Pacific Islander	A
Black	B
White	W
Unknown	U

**If NCIC standard race codes are not used, leave this field blank. (Opt)**

**Warrant Issuing Agency Telephone Number**—the phone number that the wanted person should be directed to call for additional information on the warrant. The notice that SSA issues to the wanted person to advise that payments are being suspended must provide contact information to assist the wanted person in satisfying the warrant. **This is not a required field. (Opt)**

**FBI Number**--the number assigned to the case by the FBI. **This is not a required field, but if the information is available on a wanted individual, every effort should be made to provide it to SSA. (Opt)**

**Offense Type**—the type of offense (spelled out), e.g. “burglary,” “murder,” etc. **This is a required field if the reporter has not provided the Offense Charge Symbol in field 274. (C)**

**Offense Charge Symbol**—use one of the following symbols for the charged offense: **F**=Felony, or **P**=Parole/probation violation. **This is a required field if the reporter has not provided the Offense Type in field 254-273. (C)**