

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, *et al.*,

Plaintiffs,

v.

SOCIAL SECURITY
ADMINISTRATION, *et al.*,

Defendants.

Case No. 1:25-cv-00596-ELH

NOTICE OF FILING OF REDACTED ADMINISTRATIVE RECORD

Defendants in the above-captioned action file this notice of the filing of the redacted version of the Administrative Record of the Social Security Administration filed under seal on April 3, 2025. The accompanying redacted version includes the supplemental document (Form SSA-221 for Employee 2) that SSA filed on April 7, 2027.

It has also come to SSA's attention that one document included in the Administrative Record filed under seal on April 3 was included in error. The document at AR-000087–90 of the under seal Administrative Record is an agreement unrelated to this litigation. SSA has replaced that document, now at AR-000087–90, with the relevant agreement in the accompanying redacted Administrative Record.

The redactions applied to this publicly filed version of the Administrative Record protect personally identifiable information, including the names of SSA DOGE Team members; sensitive, nonpublic information that, if publicly disclosed, could allow bad actors to circumvent agency privacy and security controls; and information SSA has determined is protected by privilege (on

AR-000006–08, AR-000010, AR-000013–17, and AR-000032). Defendants provided a privilege log to Plaintiffs on April 8.

Dated: April 9, 2025

Respectfully submitted,

YAAKOV M. ROTH
Acting Assistant Attorney General
Civil Division

ELIZABETH J. SHAPIRO
Deputy Branch Director
Civil Division, Federal Programs Branch

/s/ Bradley P. Humphreys
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Attorneys for Defendants

CERTIFICATE OF SERVICE

I certify that on April 9, 2025, I electronically filed the foregoing and thereby caused a copy to be served on counsel of record.

/s/ Bradley P. Humphreys
BRADLEY P. HUMPHREYS

**IN THE UNITED STATES DISTRICT COURT
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AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, *et al.*,

Plaintiffs,

v.

SOCIAL SECURITY
ADMINISTRATION, *et al.*,

Defendants.

Case No. 1:25-cv-00596-ELH

CERTIFICATION OF ADMINISTRATIVE RECORD

I, Leland Dudek, am Acting Commissioner at the Social Security Administration (SSA). I am familiar with the claims asserted against SSA in the above-captioned action regarding the granting of access to systems maintained by the agency to employees implementing Executive Order 14,158.

I hereby certify, to the best of my knowledge, that the accompanying administrative record is complete and contains all non-deliberative documents and materials directly or indirectly considered regarding the SSA actions challenged in this case.¹

¹ Notwithstanding the Court's order to file an administrative record in this case, Defendants maintain that the Amended Complaint does not challenge any final agency action and reserve their right to argue in further proceedings in this case, including in any subsequent appeal, that the Administrative Procedure Act does not provide for review.

In accordance with 28 U.S.C. § 1746, I hereby certify and declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

/s/ Leland Dudek

Leland Dudek

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Updated 1/28/2025

COMMISSIONER TRANSMITTAL

Select one: For Decision ☒ Information Only ☐

Select if Personnel action: ☐

DATE: February 19, 2025

RESPONSE NEEDED BY:

TO: Leland Dudek

FROM: Michael L. Russo

SUBJECT: Authorization for Access to SSA Master Records

REMARKS:

The Office of the Chief Information Officer (OCIO) is requesting approval to grant certain OCIO employees (including detailees from other Federal agencies and Special Government Employees assigned to the Social Security Administration) access to Enterprise Data Warehouse (EDW) copies of SSA's Numident, Master Beneficiary Record (MBR) and Supplemental Security Record (SSR) master records, as well as copies of SSA payment files that SSA transmits to the Department of the Treasury, Bureau of the Fiscal Service (BFS) for payment (excluding any matched Treasury data).

RECOMMENDATION:

Approval to authorize access to the EDW environment. This access allows read-only access to production data and does not in any way allow modification or deletion of the underlying data. This level of access provides no access of any sort to SSA production automation, code, or configuration files, and provides no avenues to alter the function of SSA production systems in any way.

DECISION:

Approve: _____ Disapprove: _____ Meeting Requested: _____

Date: _____

For OC Internal Use

OC received date:

OC review by:

COS/DCOS reviewed ☐

Exec. Sec. reviewed ☐

AFSCME Case 000001

COMMISSIONER COMMENTS:

From: [Peltier, Brian](#)
To: [REDACTED]
Subject: FW: Decision Memo - EDW Data Access
Date: Friday, February 21, 2025 8:59:16 AM
Attachments: [image001.jpg](#)

Brian Peltier

Deputy CIO - Strategy

Office of the Chief Information Officer

desk [REDACTED] | work cell [REDACTED]

[View me on OrgChart](#)



From: Dudek, Leland C. <[REDACTED]@ssa.gov>
Sent: Wednesday, February 19, 2025 8:40 PM
To: Russo, Michael L <[REDACTED]@ssa.gov>; ^ [REDACTED]@ssa.gov>
Cc: Shah, Kala <[REDACTED]@ssa.gov>; [REDACTED]@ssa.gov>; Peltier, Brian <[REDACTED]@ssa.gov>; Monteleone, Timothy <[REDACTED]@ssa.gov>; Tyquiengco, Mickie <[REDACTED]@ssa.gov>; ^ [REDACTED]@ssa.gov>
Subject: RE: Decision Memo - EDW Data Access

Yes, please proceed.

From: Russo, Michael L <[REDACTED]@ssa.gov>
Sent: Wednesday, February 19, 2025 7:11 PM
To: Dudek, Leland C. <[REDACTED]@ssa.gov>; ^ [REDACTED]@ssa.gov>
Cc: Shah, Kala <[REDACTED]@ssa.gov>; [REDACTED]@ssa.gov>; Peltier, Brian <[REDACTED]@ssa.gov>; Monteleone, Timothy <[REDACTED]@ssa.gov>; Tyquiengco, Mickie <[REDACTED]@ssa.gov>; ^ [REDACTED]@ssa.gov>
Subject: Decision Memo - EDW Data Access

Lee,

My team has prepared the attached decision memorandum in consultation with OGC. Given the sensitive nature of our data, I'm seeking your decision on whether it is appropriate for me to grant EDW data to some new members of my team.

Please let me know if you'd like to discuss,

Mike



SOCIAL SECURITY

MEMORANDUM

Date: February 19, 2025

Refer To:

To: Leland Dudek
Acting Commissioner

Thru: Office of General Counsel

From: Michael L. Russo
Chief Information Officer

Subject: **Authorization for Access to SSA Master Records – DECISION**

The Office of the Chief Information Officer (OCIO) is requesting approval to grant certain OCIO employees (including detailees from other Federal agencies and Special Government Employees (SGEs) assigned to the Social Security Administration (SSA)) access to Enterprise Data Warehouse (EDW) copies of SSA's Numident, Master Beneficiary Record (MBR) and Supplemental Security Record (SSR) master records, as well as copies of SSA payment files that SSA transmits to the Department of the Treasury, Bureau of the Fiscal Service (BFS) for payment (excluding any matched Treasury data).

ISSUES FOR CONSIDERATION:

SSA has a need to rapidly respond to concerns regarding potentially large-scale fraud and improper payments related to data issues in payment files SSA sends to BFS and concerns that those potential issues in those payment files may relate, in part, to SSNs without an associated date of death in SSA's Numident master files.

Within the OCIO, SSA has available personnel with the skills and abilities to conduct the requisite data analysis and review to address these concerns, and this task is within their currently-assigned job duties.

To perform this analysis, these personnel require access to EDW copies of the Numident, MBR, SSR, and certain SSA payment files from prior months. These master records and payment files contain personally identifiable information (PII) and, in the case of the MBR and SSR, information derived from Federal Tax Information (FTI) as well. We investigated options for masked or otherwise protecting PII-containing and FTI-containing fields within these records but have not identified a solution that enables the necessary analysis to continue at the pace necessary to respond timely to the fraud and improper-payment-related concerns.

The personnel in question are all either SGEs of SSA, or employees detailed to SSA under the Economy Act. They have all received standard SSA training on topics including ethics, the Privacy Act, and information security. They have signed the Systems Sanctions Access Policy and Annual Reminders on Safeguarding PII.

DISCUSSION

Access to this data will be via SSA-issued computers, secured by SSA-issued HSPD-12 credentials, and from within SSA's network. All controls to detect and prevent attempted exfiltration of SSA information will remain in place for these employees access to this data. As you know, the EDW platform logs all queries and data access at the user account level, so any use of this access will be auditable.

ANALYSIS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

RECOMMENDATION

Approval to authorize access to the EDW environment. This access allows read-only access to production data and does not in any way allow modification or deletion of the underlying data. This level of access provides no access of any sort to SSA production automation, code, or configuration files, and provides no avenues to alter the function of SSA production systems in any way.

DECISION

I approve the access to the EDW environment.

Approved _____ Disapproved _____ Other _____ Date _____

From: [Dudek, Leland C.](#)
To: [Employee 2](#); [Employee 5](#); [Poist, Chad](#); [Russo, Michael L.](#); [Brown, Dustin S.](#); [Steffensen, Mark](#)
Cc: [Employee 10](#); [Gurga, Ben](#); [Fensterheim, Devin](#); [Mastramico, Clare](#)
Subject: RE: Proposal for Death Data Improvement 100+ -- Memo
Date: Friday, February 28, 2025 9:54:17 PM

The team can proceed. It is approved.

Run the data against mnup and the credit bureaus to meet the legal standard.

Lee

From: [Employee 2](#) <[\[REDACTED\]@ssa.gov](#)>
Sent: Friday, February 28, 2025 9:27 PM
To: [Employee 5](#) <[\[REDACTED\]@ssa.gov](#)>; [Dudek, Leland C.](#) <[\[REDACTED\]@ssa.gov](#)>; [Poist, Chad](#) <[\[REDACTED\]@ssa.gov](#)>; [Russo, Michael L](#) <[\[REDACTED\]@ssa.gov](#)>; [Brown, Dustin S.](#) <[\[REDACTED\]@ssa.gov](#)>; [Steffensen, Mark](#) <[\[REDACTED\]@ssa.gov](#)>
Cc: [Employee 10](#) <[\[REDACTED\]@ssa.gov](#)>; [Gurga, Ben](#) <[\[REDACTED\]@ssa.gov](#)>; [Fensterheim, Devin](#) <[\[REDACTED\]@ssa.gov](#)>; [Mastramico, Clare](#) <[\[REDACTED\]@ssa.gov](#)>
Subject: Re: Proposal for Death Data Improvement 100+ -- Memo

Thanks Lee. Totally get it, need to outline the requisite justification, that it is reasonable to assume a person over the age of 119 is dead given (a) the oldest living person in America is 115 years old (cite sources) and (b) the longest documented life of a person in the USA is 117 (citation)

Something like that right?

We'll also look for precedent memos with similar language, like when SSA implemented previous policies relating to age 115.

Thanks,

[Employee 2](#)

From: [Employee 5](#) <[\[REDACTED\]@ssa.gov](#)>
Sent: Friday, February 28, 2025 9:11:11 PM
To: [Dudek, Leland C.](#) <[\[REDACTED\]@ssa.gov](#)>; [Poist, Chad](#) <[\[REDACTED\]@ssa.gov](#)>; [Russo, Michael L](#) <[\[REDACTED\]@ssa.gov](#)>; [Brown, Dustin S.](#) <[\[REDACTED\]@ssa.gov](#)>; [Steffensen, Mark](#) <[\[REDACTED\]@ssa.gov](#)>
Cc: [Employee 10](#) <[\[REDACTED\]@ssa.gov](#)>; [Gurga, Ben](#) <[\[REDACTED\]@ssa.gov](#)>; [Fensterheim, Devin](#) <[\[REDACTED\]@ssa.gov](#)>; [Mastramico, Clare](#) <[\[REDACTED\]@ssa.gov](#)>; [Employee 2](#) <[\[REDACTED\]@ssa.gov](#)>
Subject: RE: Proposal for Death Data Improvement 100+ -- Memo

Thank you, Lee.

Yes, we will provide the requisite justification.

We will do things right, do them well, and keep you updated.

Attached is a pdf version of the word document for your signature.

Best,
USDS Team and More

From: Dudek, Leland C. <[REDACTED]@ssa.gov>
Sent: Friday, February 28, 2025 9:00 PM
To: Employee 5 <[REDACTED]@ssa.gov>; Poist, Chad <[REDACTED]@ssa.gov>; Russo, Michael L <[REDACTED]@ssa.gov>; Brown, Dustin S. <[REDACTED]@ssa.gov>; Steffensen, Mark <[REDACTED]@ssa.gov>
Cc: Employee 10 <[REDACTED]@ssa.gov>; Gurga, Ben <[REDACTED]@ssa.gov>; Fensterheim, Devin <[REDACTED]@ssa.gov>; Mastramico, Clare <[REDACTED]@ssa.gov>; Coulter, Scott <Scott.Coulter@ssa.gov>
Subject: RE: Proposal for Death Data Improvement 100+ -- Memo
Importance: High

Approved. Please proceed. Note [REDACTED]
[REDACTED] provide the requisite justification in accordance with statute.

Do it right, do it well. Let me know when you achieve results.

Lee

From: Employee 5 <[REDACTED]@ssa.gov>
Sent: Friday, February 28, 2025 8:55 PM
To: Dudek, Leland C. <[REDACTED]@ssa.gov>
Cc: Employee 10 <[REDACTED]@ssa.gov>; Gurga, Ben <[REDACTED]@ssa.gov>; Fensterheim, Devin <[REDACTED]@ssa.gov>; Mastramico, Clare <[REDACTED]@ssa.gov>; Employee 2 <[REDACTED]@ssa.gov>
Subject: Proposal for Death Data Improvement 100+ -- Memo

Dear Acting Commissioner Dudek,

Attached is the decision memo for your review.

Most immediate for your attention is the proposed test to mark 100 number holders as deceased this weekend. We believe this would be a conservative test of the system and the proposed process.

If you'd like to discuss further before officially signing off/sending to OC, we could schedule a call tomorrow morning (in advance of the proposed test) or Monday. The proposed weekend test may, also, provide another data point in advance of a full decision if you require more time.

Please let us know if you have any questions or thoughts. Many folks from different teams came together to work on this, and we're excited to see what you think.

Respectfully and Thank You,
USDS Team and More

COMMISSIONER TRANSMITTAL

Select one: For Decision ☒ Information Only ☐

Select if SecuritySTAT-related: ☐

Select if Personnel action: ☐

DATE: February 28, 2025

RESPONSE NEEDED BY: February 28, 2025

TO: ACTING COMMISSIONER Dudek

FROM: USDS Team

SUBJECT: Proposal for Death Data Improvement 100+

REMARKS:

The purpose of this memo is to request your approval to mark numberholders of the following populations deceased in Numident. In particular, we propose a follow-through of the 2023 Office of Inspector General (OIG) report [Numberholders Age 100 or Older Who Did Not Have Death Information on the Numident](#), which provides the following recommendations:

1. [Category A: Date of Death Reasonably Known] Use death information already in SSA's records to input death information on ~3 million number holders' Numident records.
 - a. Number holders with death claims from 1940-1970 which haven't propagated into the Numident (~600k). (This came separately from the OIG report.)
 - c. Number holders who have death information in their payment records (e.g. MBR or SSR), but not the Numident (~700k).
 - d. Number holders whose death information is in the MBR record of another beneficiary (e.g. their child), but not the Numident (~144k).
2. [Category B: Date of Death Unknown] Add death information to the Numident records of the non-current payment status beneficiary numberholders aged ≥ 120 as of 01/01/2025, the chosen maximum reasonable life expectancy (~12.4mm).

Rationale

SSA uses the Numident to construct a Death Master File (DMF) with people SSA has determined are dead. It provides the full DMF to other agencies like the Treasury, and a limited DMF to the Department of Commerce, which, in turn, provides the data to public and private customers authorized to receive it, for a fee. Recipients of the full or limited DMF use it for important efforts including improper payment and identify theft prevention.

For OC Internal Use

OC received date:

Chief of Staff reviewed ☐

OC review by:

OC print date:

AFSCME Case 000012

The rationale underlying this proposal is simple: accurate death records strengthen nation-wide improper payment and identify theft prevention. It also ensures quality records management standards within SSA. In the above recommendations, **SSA readily has the information, process, and resources on-hand to mark someone as reasonably deceased – we should clean up our records and share this information with other agencies authorized to receive it.**

To be clear, through work with the Office of Analytics and Improvements (OAI), the death information added by this proposal will have zero impact on the benefits paid out by SSA (but may have impacts to other agencies who use the DMF).

Implementation

SSA has a system for performing death batch processing. The system takes as input a file with the death information to add to the Numident, and handles making the relevant updates. It can be run three times per weekend and process up to 2 million records per run for a total of 6 million records per weekend.

This system was designed to process records where we know the date of death. This, therefore, makes Category A deaths (where we reasonably know the date of death from our own records) straightforward to process.

On the other hand, category B deaths (where we do not know the date of death, but know they shouldn't be alive past 120 years of age) have not been processed by this system before - a date of death is required in order for it to add death information to be added to the Numident. Therefore, when processing category B death information, we will use each number holder's 120th birthday as their date of death.

Note on Risk Mitigation

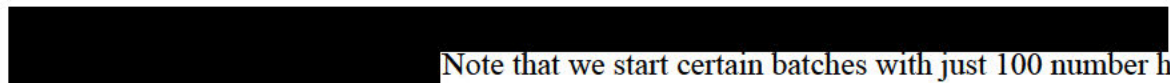
Record Management: SSA will save a list of the SSNs effected by these changes in case future changes need to be made.



Implementation Specifics

We will approach Numident updates as a series of sprints. For each sprint, the approach will be the following:

1. OAI will identify a set of number holders to be marked dead due to death information already in SSA's records or exceeding maximum reasonable life expectancies.
2. For each person in this set, OAI and the data science teams will run checks for signs of life. For people with signs of life, we will understand how they got included in the first place and remove them.
3. EDDDB will process the set to be marked dead with the death batch processing system.



Note that we start certain batches with just 100 number holders

in order to cautiously test the system. We have broken these into batches of ~1M records – if downstream consumers can handle the load we may try larger batches.

1. Week One
 - a. Number holders with death claims which haven't propagated into the Numident batch #1 (assume 120 years for DoD if death claim year is vague), 100 number holders
2. Week Two
 - a. Number holders with death claims which haven't propagated into the Numident batch #2 (assume 120 years for DoD if death claim year is vague), 600k number holders.
 - b. Number holders with death information in payment records batch #1, 623k number holders
 - c. Number holders with death information in the MBR record of another beneficiary, 144k number holders
 - d. Number holders who exceed the maximum life expectancy, 100 number holders
3. Weeks Three Through Eight
 - a. Batches of number holders who exceed the maximum reasonable life expectancy, ~2mm number holders at a time for 6 weeks

Comments on Memo

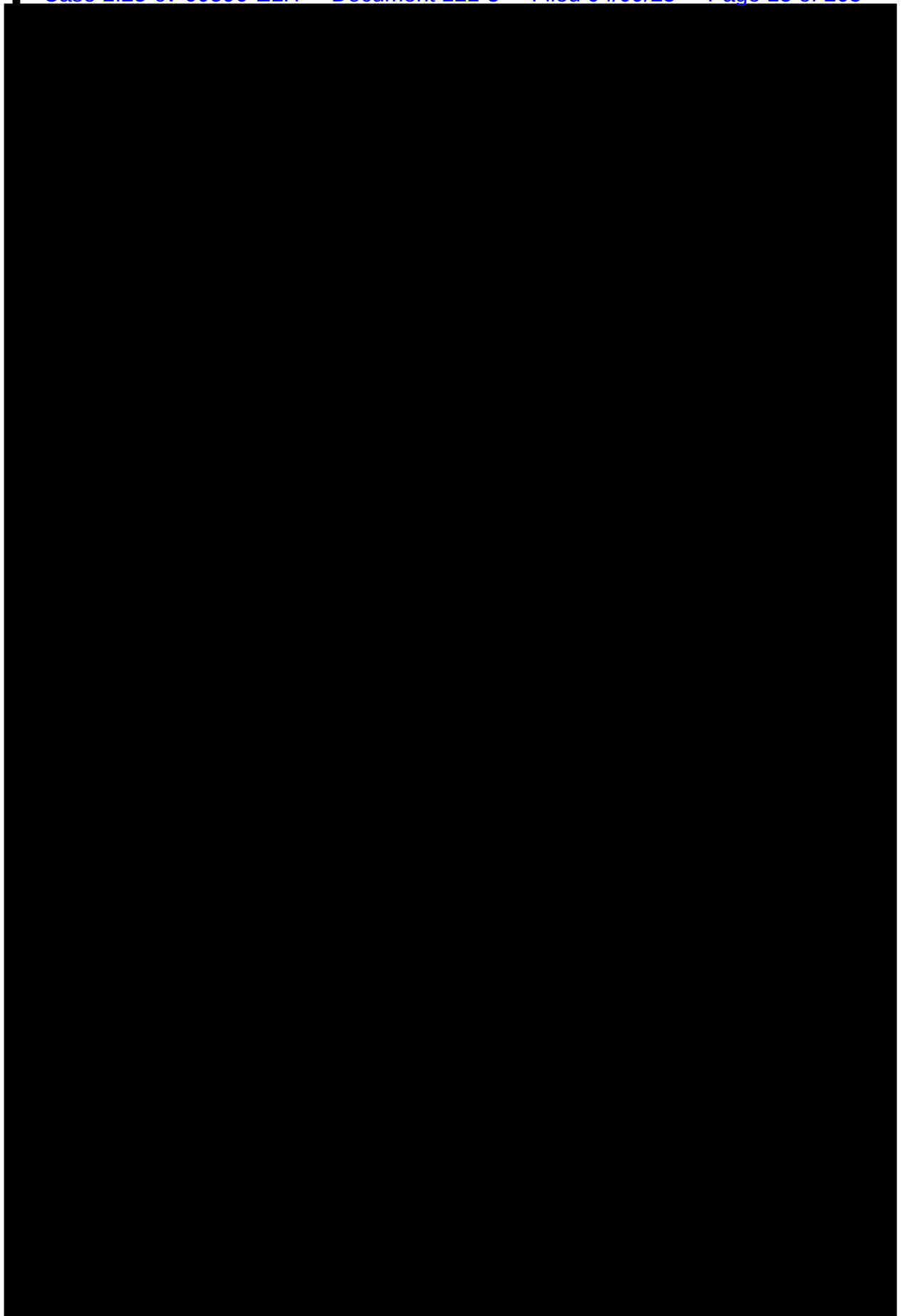
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

le

FAQ

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

RECOMMENDATION:

Approve moving forwards with this proposal for death data improvement.

DECISION:

Approve: _____ Disapprove: _____ Meeting Requested: _____

Date: _____

COMMISSIONER COMMENTS:

From: Dudek, Leland C.
To: Tyquingco, Mickie; Steffensen, Mark; Evangelista, Stephen
Cc: Russo, Michael L.
Subject: RE: Access Request for Employee 9
Date: Friday, March 14, 2025 5:38:07 PM
Attachments: image001.png

approved

From: Tyquingco, Mickie <[REDACTED]@ssa.gov>
Sent: Friday, March 14, 2025 5:08 PM
To: Dudek, Leland C. <[REDACTED]@ssa.gov>; Steffensen, Mark <[REDACTED]@ssa.gov>; Evangelista, Stephen <[REDACTED]@ssa.gov>
Cc: Russo, Michael L. <[REDACTED]@ssa.gov>
Subject: Access Request for Employee 9

Lee/Mark/Stephen,

Employee 9 is requesting access to PSSNAP data to access identifying information about beneficiaries and their application documents. Please let me know if you approve Employee's access.

Thanks,
Mickie

Top Secret Profiles and Resources - Employee 9

[Manage Top Secret Access Help](#)

[2](#)
[Request Details](#)

[Manage Access](#)

Request Details

Please review the requested profiles and/or resources included in this request.

Environment

Production

Primary PIN

[REDACTED]

Approving As
Supervisor

Add Access Details

Manual Profile Addition | P20127P

Functional

Start Date: 03/14/2025

End Date: 12/01/2025

Edit

Manual Profile Addition | P20128P

Functional

Start Date: 03/14/2025

End Date: 12/01/2025

Edit

Manual Profile Addition | P20125P

Functional

Start Date: 03/14/2025

End Date: 12/01/2025

Edit

Manual Profile Addition | P20126P

Functional

Start Date: 03/14/2025

End Date: 12/01/2025

Edit

[Add/Remove Requested Items](#)

Justification

Please mark and explain anything that is incorrect.

Why is this access needed?

I am investigating fraud, waste, and abuse and improper payments as part of my duties as a senior advisor for the SSA. I require SELECT access to PSSNAP to access identifying information about beneficiaries and their application documents. These are needed within the PADW environment.

Mickie Tyquiengco
Office of the Chief Information Officer
iPhone: [REDACTED]

From: Dudek, Leland C.
To: Tyquiangco, Mickie; Steffensen, Mark
Cc: Russo, Michael L.; Employee 2; Employee 9
Subject: RE: Employee 9 Access Request
Date: Wednesday, March 19, 2025 7:57:46 PM
Attachments: image001.png

approved

From: Tyquiangco, Mickie <Mickie.Tyquiangco@ssa.gov>
Sent: Wednesday, March 19, 2025 5:40 PM
To: Dudek, Leland C. <[REDACTED]@ssa.gov>; Steffensen, Mark <[REDACTED]@ssa.gov>
Cc: Russo, Michael L. <[REDACTED]@ssa.gov>; Employee 2 <[REDACTED]@ssa.gov>; [REDACTED] <[REDACTED]@ssa.gov>
Subject: Employee 9 Access Request

Lee/Mark,

[REDACTED] is requesting access to some schemas that are necessary to determine if a beneficiary is alive or not. Please let me know if you approve.

Thanks,
Mickie

Why is this access needed?

I am requesting access to build a system to analyze how often beneficiaries interact with the SSA in order to identify users that may be dead and receiving benefits. These schemas provide insight on when users log into MySSA, Call the 1-800 Number, Call the Field office, and have an appointment in the field offices.

Top Secret Profiles and Resources – Employee 9

[Manage Top Secret Access Help](#)

2

[Request Details](#)

[Manage Access](#)

This request has been marked as an emergency

Executive Management Directive

Request Details

Please review the requested profiles and/or resources included in this request.

Environment

Production

Primary PIN

[REDACTED]

Approving As
Supervisor

Add Access Details

Manual Profile Addition | P00553P

Functional

Start Date: 03/19/2025

End Date: 03/19/2025

Edit

Manual Profile Addition | P00554P

Functional

Start Date: 03/19/2025

End Date: 03/19/2026

Edit

Manual Profile Addition | P00540P

Functional

Start Date: 03/19/2025

End Date: 03/19/2026

Edit

Manual Profile Addition | P00545P

Functional

Start Date: 03/19/2025

End Date: 03/19/2025

Edit

Manual Profile Addition | P32025P

Functional

Start Date: 03/19/2025

End Date: 03/19/2026

Edit

[Add/Remove Requested Items](#)

Why is this access needed?

I am requesting access to build a system to analyze how often beneficiaries interact with the SSA in order to identify users that may be dead and receiving benefits. These schemas provide insight on when users log into MySSA, Call the 1-800 Number, Call the Field office, and have an appointment in the field offices.

Mickie Tyquiengco
Office of the Chief Information Officer
iPhone: [REDACTED]

From: [Dudek, Leland C.](#)
To: [Tyquiengco, Mickie](#); [Vollmer, Jessica OGC](#)
Cc: [Russo, Michael L.](#)
Subject: RE: Request for Assistance -- IRON Website Access
Date: Wednesday, March 12, 2025 10:47:17 PM

Approved

From: Tyquiengco, Mickie <[REDACTED]@ssa.gov>
Sent: Wednesday, March 12, 2025 9:22 PM
To: Dudek, Leland C. <[REDACTED]@ssa.gov>; Vollmer, Jessica OGC <[REDACTED]@ssa.gov>
Cc: Russo, Michael L. <[REDACTED]@ssa.gov>
Subject: FW: Request for Assistance -- IRON Website Access

Lee/Jessica,

[REDACTED] is requesting access to the IRON Website to investigate the number of people beyond a reasonable age who can be marked dead. With all the activity this week, we will need your concurrence before approving access. Do you concur?

Thanks,
Mickie

From: Employee 5 <[REDACTED]@ssa.gov>
Sent: Wednesday, March 12, 2025 5:18 PM
To: Tyquiengco, Mickie <[REDACTED]@ssa.gov>
Subject: FW: Request for Assistance -- IRON Website Access

Hi Mickie,

I'd like access to IRON in order to look at microfiche for investigating data integrity. This is for the effort to investigate the number of people beyond a reasonable age who can be marked dead. Could you please share my name and PIN with the NCS mailbox? (Employee 5 [REDACTED])

Best,
Employee 5
[REDACTED]

From: [REDACTED] <[REDACTED]@ssa.gov>
Sent: Wednesday, March 12, 2025 4:53 PM
To: Employee 5 <[REDACTED]@ssa.gov>
Subject: FW: Request for Assistance -- IRON Website Access

Fyi—

In order for you to gain access to the IRON website we will need a little more

information.

Please have your supervisor send a list of names and PINs for the team members who need access to the NCS mailbox ([REDACTED]@ssa.gov).

Please let me know if you have any other questions.

Thank you,

[REDACTED]

Management and Program Analyst
OCO/OEIO/DTPS/MSB

[REDACTED]

From: Dudek, Leland C.
To: Tyquiangco, Mickie; Steffensen, Mark
Cc: Employee 9; Russo, Michael L.
Subject: RE: SAM Request-Rehling
Date: Tuesday, March 18, 2025 3:32:38 PM
Attachments: image002.png
 image003.png

approved

From: Tyquiangco, Mickie <[REDACTED]@ssa.gov>
Sent: Tuesday, March 18, 2025 3:24 PM
To: Dudek, Leland C. <[REDACTED]@ssa.gov>; Steffensen, Mark <[REDACTED]@ssa.gov>
Cc: Employee 9 <[REDACTED]@ssa.gov>; Russo, Michael L. <[REDACTED]@ssa.gov>
Subject: SAM Request [REDACTED]

Lee/Mark,

[REDACTED] is requesting access to data schema the OASI team stated he needs to look at TII Beneficiaries. Please let me know if you approve.

Thanks,
Mickie

Top Secret Profiles and Resources - Employee 9

[Manage Top Secret Access Help](#)

2

[Request Details](#)

[Manage Access](#)

This request has been marked as an emergency
Executive Management Directive

Request Details

Please review the requested profiles and/or resources included in this request.

Environment

Production

Primary PIN

[REDACTED]

Approving As
Supervisor

Add Access Details

Manual Profile Addition | P00526P

Functional

Start Date: 03/18/2025

End Date: 03/18/2026

Edit

Add/Remove Requested Items

Justification

Please mark and explain anything that is incorrect.

Why is this access needed?

I am leading the Are you Alive campaign and investigating fraud waste and abuse. This schema will provide the information needed to complete the proejc

Approver Comments

Provide a comment supporting your action.

Comments.

Note: Please do not include Social Security Numbers in the comment.

Characters remaining:

500

Additional Email Notifications

Please include any additional emails which you would like to receive notifications, when this request is completed or rejected. Approvers will automatically receive these notifications.

[Add Email](#)

From: Employee 9 [REDACTED] <[REDACTED]@ssa.gov>
Sent: Tuesday, March 18, 2025 9:55 AM
To: Tyquiengco, Mickie <[REDACTED]@ssa.gov>
Cc: Employee 6 [REDACTED] <[REDACTED]@ssa.gov>
Subject: Data Access Request 3/18

Hi Mickie,

I just put in a request to a data schema that the OASI team said I needed to get a comprehensive look at the title 2 beneficiaries. Let me know if you have any questions! Thanks

Employee 9 [REDACTED]

From: [Dudek, Leland C.](#)
To: [Tyquingco, Mickie](#); [Employee 7](#); [Steffensen, Mark](#); [Russo, Michael L.](#)
Cc: [Employee 4](#); [Employee 6](#); [Employee 9](#)
Subject: RE: SSI Claims Data
Date: Monday, March 17, 2025 12:00:10 PM

Approved.

From: Tyquingco, Mickie <[\[REDACTED\]@ssa.gov](#)>
Sent: Monday, March 17, 2025 11:40 AM
To: Dudek, Leland C. <[\[REDACTED\]@ssa.gov](#)>; [Employee 7](#) <[\[REDACTED\]@ssa.gov](#)>; Steffensen, Mark <[\[REDACTED\]@ssa.gov](#)>; Russo, Michael L. <[\[REDACTED\]@ssa.gov](#)>
Cc: [Employee 4](#) <[\[REDACTED\]@ssa.gov](#)>; [Employee 6](#) <[\[REDACTED\]@ssa.gov](#)>; [Employee 9](#) <[\[REDACTED\]@ssa.gov](#)>
Subject: SSI Claims Data

Lee/Mark,

[Employees 6, 7, and 9](#) would like access to SSI claims data to understand how many people request SSI benefits. Please let me know if you approve.

Thanks,
Mickie

From: Dudek, Leland C. <[\[REDACTED\]@ssa.gov](#)>
Sent: Saturday, March 15, 2025 6:55 PM
To: [Employee 7](#) <[\[REDACTED\]@ssa.gov](#)>; Tyquingco, Mickie <[\[REDACTED\]@ssa.gov](#)>; Steffensen, Mark <[\[REDACTED\]@ssa.gov](#)>; Russo, Michael L. <[\[REDACTED\]@ssa.gov](#)>
Cc: [Employee 4](#) <[\[REDACTED\]@ssa.gov](#)>; [Employee 6](#) <[\[REDACTED\]@ssa.gov](#)>
Subject: RE: USCIS SAVE access request

Approved.

From: [Employee 7](#) <[\[REDACTED\]@ssa.gov](#)>
Sent: Saturday, March 15, 2025 6:42 PM
To: Dudek, Leland C. <[\[REDACTED\]@ssa.gov](#)>; Tyquingco, Mickie <[\[REDACTED\]@ssa.gov](#)>; Steffensen, Mark <[\[REDACTED\]@ssa.gov](#)>; Russo, Michael L. <[\[REDACTED\]@ssa.gov](#)>
Cc: [Employee 4](#) <[\[REDACTED\]@ssa.gov](#)>; [Employee 6](#) <[\[REDACTED\]@ssa.gov](#)>
Subject: RE: USCIS SAVE access request

Thank you all!

I submitted another request for SSN application process data (i.e., PSSNAP), so that we can audit how fraudulent SSNs are issued.

Mark and Lee -- can you confirm Mickie is good to proceed with this access request? Thanks again.

From: Dudek, Leland C. <[REDACTED]@ssa.gov>
Sent: Saturday, March 15, 2025 6:12 PM
To: Tyquiengco, Mickie <[REDACTED]@ssa.gov>; Steffensen, Mark <[REDACTED]@ssa.gov>; Employee 7 <[REDACTED]@ssa.gov>; Russo, Michael L. <[REDACTED]@ssa.gov>
Cc: Employee 4 <[REDACTED]@ssa.gov>; Employee 6 <[REDACTED]@ssa.gov>
Subject: RE: USCIS SAVE access request

Thank you!

From: Tyquiengco, Mickie <[REDACTED]@ssa.gov>
Sent: Saturday, March 15, 2025 5:53 PM
To: Dudek, Leland C. <[REDACTED]@ssa.gov>; Steffensen, Mark <[REDACTED]@ssa.gov>; Employee 7 <[REDACTED]@ssa.gov>; Russo, Michael L. <[REDACTED]@ssa.gov>
Cc: Employee 4 <[REDACTED]@ssa.gov>; Employee 6 <[REDACTED]@ssa.gov>
Subject: Re: USCIS SAVE access request

Employee 7 now has access.

Thanks
Mickie

From: Dudek, Leland C. <[REDACTED]@ssa.gov>
Sent: Saturday, March 15, 2025 4:40:19 PM
To: Steffensen, Mark <[REDACTED]@ssa.gov>; Employee 7 <[REDACTED]@ssa.gov>; Russo, Michael L. <[REDACTED]@ssa.gov>
Cc: Tyquiengco, Mickie <[REDACTED]@ssa.gov>; Employee 4 <[REDACTED]@ssa.gov>; Employee 6 <[REDACTED]@ssa.gov>
Subject: RE: USCIS SAVE access request

Concur

From: Steffensen, Mark <[REDACTED]@ssa.gov>
Sent: Saturday, March 15, 2025 4:08 PM

To: Employee 7 [REDACTED]@ssa.gov>; Dudek, Leland C.
<[REDACTED]@ssa.gov>; Russo, Michael L. <[REDACTED]@ssa.gov>
Cc: Tyquiengco, Mickie <[REDACTED]@ssa.gov>; Employee 4 [REDACTED]@ssa.gov>;
Employee 6 [REDACTED]@ssa.gov>
Subject: Re: USCIS SAVE access request

[REDACTED]

From: Employee 7 [REDACTED]@ssa.gov>
Sent: Saturday, March 15, 2025 3:59:16 PM
To: Dudek, Leland C. <[REDACTED]@ssa.gov>; Steffensen, Mark <[REDACTED]@ssa.gov>;
Russo, Michael L. <[REDACTED]@ssa.gov>
Cc: Tyquiengco, Mickie <[REDACTED]@ssa.gov>; Employee 4 [REDACTED]@ssa.gov>;
Employee 6 [REDACTED]@ssa.gov>
Subject: USCIS SAVE access request

Hi all,

Appreciate any help on this access request. I submitted a request in SAM (ID
[REDACTED]) for USCIS SAVE access.

This access is absolutely critical to get detailed immigration status for non-citizen SSNs to
detect fraud and improper payments.

Thank you,

Employee 7
[REDACTED]

From: [Dudek, Leland C.](#)
To: [Employee 5](#); [Steffensen, Mark](#); [Russo, Michael L.](#); [Fensterheim, Devin](#); [Chapron, Dijmy](#)
Cc: [Employee 2](#); [Poist, Chad](#); [Brown, Dustin S.](#)
Subject: UPDATE – Proposal for Death Data Improvement
Date: Friday, March 14, 2025 8:14:01 PM
Attachments: [DRAFT Commissioner Transmittal - Update to Death Cleanup Effort 120+ - DRAFT.docx](#)

Approved. Please proceed this weekend.

Updated 1/28/2025

COMMISSIONER TRANSMITTAL

Select one: For Decision ☒ Information Only ☐

Select if Personnel action: ☐

DATE: March 14, 2025

RESPONSE NEEDED BY: COB

TO: ACTING COMMISSIONER DUDEK

FROM: USDS Team (via OCIO)

SUBJECT: UPDATE – Proposal for Death Data Improvement

REMARKS:

This transmittal requests your approval to update the technical approach described in the March 7, 2025 decision memo, *Proposal for Death Data Improvement 120+* as follows:

- **Spread the 6.3 million updates proposed for March 16, 2025 across two weeks.** The decision memo requires OCIO to apply a death indicator to 6.3 million individuals. To provide additional time for analysis and mitigate the risk of erroneous death reports as discussed below, we recommend applying a death indicator to 2.5 million records the weekend of March 15, 2025 (including about 50,000 records that failed to update on March 7); and the remaining 3.8 million records the following weekend (March 22-23, 2025).
- **Update a sample of 10,000 records from an expanded selection criterion.** The Office of Analytics and Improvements (OAI) identified an additional 3 million records using an expanded, but still conservative, selection criterion. Each of these records involves individuals having dates of birth prior to February 1, 1905 who show no signs of life. Subject matter experts reviewed the selection criteria and agree that there is a low likelihood such

For OC Internal Use

OC received date:

OC review by:

COS/DCOS reviewed ☐

Exec. Sec. reviewed ☐

individuals are still alive. On March 16, 2025, OCIO will add a death indicator to 10,000 individuals from this batch of 3 million.

These changes reflect a change to the technical approach only; the remainder of the decision memo remains intact.

[REDACTED]

We will coordinate with your office prior to taking any contingency measures.

RECOMMENDATION:

Approve the updated technical approach as outlined above.

DECISION:

Approve: _____ Disapprove: _____ Meeting Requested: _____

Date: _____

COMMISSIONER COMMENTS:

UNITED STATES GOVERNMENT ORDER FORM

FS FORM 7600B



Agreement Between Federal Program Agencies for Intragovernmental Reimbursable, Buy/Sell Activity. In Accordance with TFM Volume 1, Part 2, Chapter 4700, Appendix 8.

Required fields for the FS Form 7600B are denoted with an (*)

Additional fields required when an Agency transitions to G-Invoicing are denoted by a (G)

<https://www.fiscal.treasury.gov/g-invoice/>

NEW OR MODIFIED ORDER

1.	Order Number	^G Order Number: <table border="1"> <tr> <td>Requesting Agency (Buyer)</td> <td>Servicing Agency (Seller)</td> </tr> <tr> <td>* Order Tracking Number DOL-25-0018</td> <td>* Order Tracking Number 2825DOLSSADETAIL</td> </tr> <tr> <td colspan="2">^G Modification Number: 0</td> </tr> <tr> <td colspan="2">^G Order Status: Shared with Servicing</td> </tr> </table>		Requesting Agency (Buyer)	Servicing Agency (Seller)	* Order Tracking Number DOL-25-0018	* Order Tracking Number 2825DOLSSADETAIL	^G Modification Number: 0		^G Order Status: Shared with Servicing	
Requesting Agency (Buyer)	Servicing Agency (Seller)										
* Order Tracking Number DOL-25-0018	* Order Tracking Number 2825DOLSSADETAIL										
^G Modification Number: 0											
^G Order Status: Shared with Servicing											
2.	^G General Terms & Conditions (GT&C) Number (Associated with this Order):										
3.	*Order Date (yyyy-mm-dd):	2025-02-18									

PARTNER INFORMATION

4.	*Assisted Acquisition Indicator	No	
		Original Base/Current Modification	New/Proposed Modification
5.	*Period of Performance	Start Date (yyyy-mm-dd): 2025-02-18	Start Date (yyyy-mm-dd):
		End Date (yyyy-mm-dd): 2025-09-30	End Date (yyyy-mm-dd):
		Requesting Agency (Buyer)	Servicing Agency (Seller)
6.	*Agency Location Code (ALC)	28040001	16012014
7.	*Agency Name	Social Security Administration (SSA)	Department of Labor (DOL)
8.	*Group Name	SSA	OASAM
9.	^G Group Description	Social Security Administration - HQ - Div of Central Accting Operations	Office of Assistant Secretary for Administration and Management
10.	Cost Center		
11.	Business Unit		
12.	Department ID		
13.	Unique Entity Identifier (UEI)		
14.	Funding Office Code (Buyer Only)		
15.	Funding Agency Code (Buyer Only)		
16.	Comments	Within G-Invoicing, SSA may use G-Invoicing Representative Approvers to ministerially approve agreements. Please refer to the Approved PDF Agreement in the attachment section of the Order for SSA official approval.	Employee 3 detail to SSA

AUTHORITY INFORMATION

17.	*Statutory Authority Fund Type Code	Select One: Economy Act	
18.	Statutory Authority Fund Type Title	Economy Act	
19.	Statutory Authority Fund Type Citation	31 USC 1535	
		Requesting Agency (Buyer)	Servicing Agency (Seller)
20.	Program Authority Title		
21.	Program Authority Citation		

ADVANCE INFORMATION (Required by Servicing Agency if there is an advance.)

22.	Advance Revenue Recognition Methodology	Select One:	
23.	Advance Revenue Recognition Description (required if "Other")		
24.	Advance Payment Authority Title		
25.	Advance Payment Authority Citation		
		Original Base/Current Modification Total	New/Proposed Modification Total
26.	Total Advance Amount		
27.	Advance Amount Funding Change for this Modification [Addition (+) or Reduction (-)]		
28.	Total Modified Advance Amount		

DELIVERY INFORMATION (Requesting Agency completes.)

29.	*FOB Point	Select One:
30.	Constructive Receipt Days	(Calendar Days) *Required if Destination/Other is checked on line 29.
31.	Acceptance Point	Select One:
32.	Place of Acceptance	
33.	Inspection Point	Select One:
34.	Place of Inspection	

ORDER BILLING (Servicing Agency completes.)

35.	*Billing Frequency	Select One: QUARTERLY
36.	Billing Frequency Explanation	See MOU

ORDER BILLING (Requesting Agency completes.)

37.	Priority Order Indicator		
38.	Capital Planning and Investment Control (CPIC)		
		Original Base/Current Modification Total	New/Proposed Modification Total
39.	*Total Order Amount	\$71,000.00	
40.	Total Modification Amount		
41.	Total Modified Order Amount		

42.	Total Modified Advance Order Amount		
43.	Net Order Amount		
LINE ITEMS (Additional Lines/Schedules may be added using the + button after Block 116)			
		Original Base/Current Modification Total	New/Proposed Modification Total
44.	*Line Number	1	
45.	Order Line Status	ACTIVE	
46.	Order Item Code		
47.	*Item Description	Employee 3 Detail to SSA	
48.	*Line Costs Unit of Measure (UOM)	DO	
49.	*Unit of Measure Description	Dollars, U.S.	
50.	Total Line Costs	\$71,000.00	
51.	Line Cost Funding Change for this Modification [Addition (+) or Reduction (-)]		
52.	Total Modified Line Costs		
53.	Order Line Advance Amount		
54.	Order Line Advance Amount Funding Change for this Modification [Addition (+) or Reduction (-)]		
55.	Total Modified Order Line Advance Amount		
56.	Product/Service Identifier		
57.	*Capitalized Asset Indicator (Servicing Agency Only)	False	
58.	Item UID Required Indicator	False	
59.	*Type of Service Requirements	NOT APPLICABLE	
SCHEDULE SUMMARY (Additional Lines/Schedules may be added using the + button after Block 116)			
		Original Base/Current Modification Total	New/Proposed Modification Total
60.	*Schedule Number	1	
61.	Advance Payment Indicator	False	
62.	*Cancel Status (Schedule)	ACTIVE	
63.	*Schedule Unit Cost/Price	\$71,000.00	
64.	Schedule Unit Cost/Price Funding Change for this Modification [Addition (+) or Reduction (-)]		
65.	Total Modification Schedule Unit Cost/Price		
66.	*Order Schedule Quantity	1	
67.	Order Schedule Quantity		

	Change for this Modification [Addition (+) or Reduction (-)]		
68.	Net Modification Order Schedule Quantity		
69.	Order Schedule Amount		
70.	Order Schedule Amount Funding Change for this Modification [Addition (+) or Reduction (-)]		
71.	Total Modified Order Schedule Amount		

SCHEDULE FUNDING INFORMATION

72.	*Agency Treasury Account Symbol (TAS)	Requesting Agency (Buyer)							Servicing Agency (Seller)								
		SP	ATA	AID	BPOA	EPOA	A	MAIN	SUB	SP	ATA	AID	BPOA	EPOA	A	MAIN	SUB
				028	2025	2025		8704	000			016	2025	2025		0165	
73.	*Agency Business Event Type Code (BETC)	DISNGF							COLL								
74.	Object Class Code	25.3															
75.	Additional Accounting Classification								25 01652525BR 2025 118094								
76.	*Bona Fide Need (Requesting Agency Only)	SSA requires the services of DOL employee, Employee 3 to serve on a detail to SSA.															

STANDARD LINE OF ACCOUNTING (SLOA) INFORMATION (Accounting Flex Field Values)

To capture Agency Internal Accounting

77.	Accounting Classification Reference Number	Requesting Agency (Buyer)								Servicing Agency (Seller)							
78.	Reimbursable Flag									Reimbursable							
79.	Federal Award Identifier Number (FAIN)																
80.	Unique Record Identifier (URI)																
81.	Activity Address Code																
82.	Budget Line Item																
83.	Budget Fiscal Year	2025															
84.	Security Cooperation																
85.	Security Cooperation Implementation Agency																
86.	Security Cooperation Case Designator																
87.	Security Cooperation Case Line Item Identifier																
88.	Sub-Allocation																
89.	Agency Accounting Identifier																
90.	Funding Center Identifier	4003431															

91.	Cost Center Identifier		
92.	Project Identifier		
93.	Activity Identifier	2531	
94.	Disbursing Identifier		
95.	Cost Element Code		
96.	Work Order Number		
97.	Functional Area		
98.	Agency Security Cooperation Case Designator		
99.	Parent Award Identifier (PAID)		
100.	Procurement Instrument Identifier (PIID)		
SCHEDULE SHIPPING INFORMATION			
101.	Ship To Address Identifier		
102.	Ship To Agency Title		
103.	Address 1	6401 Security Boulevard	
104.	Address 2		
105.	Address 3		
106.	Ship To City	Baltimore	
107.	Ship To Postal Code	21235	
108.	Ship To State	Maryland	
109.	Ship To Country Code	US	
110.	Ship To Location Description		
111.	Delivery/Shipping Information for Product Special Shipping Information		
112.	Delivery/Shipping POC Name		
113.	Delivery/Shipping Information for Product POC Title		
114.	Delivery/Shipping Information for Product POC E-mail Address		
115.	Delivery/Shipping Information for Product POC Telephone Number		
116.	Agency Additional Information	Requesting Agency (Buyer)	Servicing Agency (Seller)
		This Order covers the external detail of Employee 3 (Detailee) from DOL to SSA. Subject to the availability of funds. The parties agree that if the Federal Government is operating under a continuing resolution (CR), the amount obligated under this agreement will only be available to cover the services performed and expenses incurred through the period of the CR. SSAs ability to	200 Constitution Ave, NW Washington, DC 20210

	<p>obligate funds for services beyond the expiration of the CR is subject to the availability of funds in the subsequent funding measure for the fiscal year. When an annual appropriation act provides sufficient funding for an appropriation account to cover obligations incurred under the authority of the CR, any unpaid obligations will be charged to and paid from the applicable account established under the annual appropriation act.</p>	
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MODIFY ORDER

117.	Modification Date (yyyy-mm-dd):
118.	Brief explanation required for modifying this Order:

CLOSE ORDER

119.	Closing Date (yyyy-mm-dd):
120.	Brief explanation required for closing this Order:

REJECT ORDER


121.	Rejection Date (yyyy-mm-dd):
122.	Brief explanation required for rejecting this Order:

AGENCY POINT OF CONTACTS (POC)

	Requesting Agency (Buyer)	Servicing Agency (Seller)
123.	*Agency POC Name	Mickie Tyquiengco
	*Agency POC E-mail	██████████@ssa.gov
	*Agency POC Phone No.	██████████
	Agency POC Fax No.	

AGREEMENT APROVALS**FUNDING OFFICIAL**

The Funds Approving Officials, as identified by the Requesting Agency and Servicing Agency, certify that the funds are accurately cited and can be properly accounted for per the purposes set forth in the Order. The Requesting Agency Funding Official signs to obligate funds. The Servicing Agency Funding Official signs to start the work, and to bill, collect, and properly account for funds from the Requesting Agency, in accordance with the agreement.

	Requesting Agency (Buyer)	Servicing Agency (Seller)
124.	*Funding Official Name	Michael L. Russo
	*Signature	 <small>Digitally signed by Michael Russo Date: 2025.02.22 09:41:55 -05'00'</small>
	Funding Official Title	Chief Information Officer
	*Funding Official E-mail	██████████@ssa.gov
	*Funding Official Phone No.	██████████
	Funding Official Fax No.	
	*Funding Official Date Signed (yyyy-mm-dd)	

PROGRAM OFFICIAL

The Program Officials, as identified by the Requesting Agency and Servicing Agency, must ensure that the scope of work is properly defined and can be fulfilled for this Order. The Program Official may or may not be the Contracting Officer depending on each agency's IAA business process.

		Requesting Agency (Buyer)	Servicing Agency (Seller)
125.	*Program Official Name	Michael L. Russo	Colton Duncan
	*Signature	Michael Russo <small>Digitally signed by Michael Russo Date: 2025.02.22 09:42:50 -05'00'</small>	COLTON DUNCAN (Affiliate) <small>Digitally signed by COLTON DUNCAN (Affiliate) Date: 2025.02.25 14:41:21 -05'00'</small>
	Program Official Title	Chief Information Officer	White House Liaison
	*Program Official E-mail	██████████@ssa.gov	██████████@dol.gov
	*Program Official Phone No.	██████████	██████████
	Program Official Fax No.		
	*Program Official Date Signed (yyyy-mm-dd)		

AGENCY PREPARER INFORMATION

		Requesting Agency (Buyer)
126.	*Name	██████████
	*Phone No.	██████████
	*E-mail Address	██████████@ssa.gov

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN THE

DEPARTMENT OF LABOR (DOL)

AND THE

SOCIAL SECURITY ADMINISTRATION (SSA)

DOL-25-0019

I. PURPOSE

This MOU between DOL and SSA sets forth the terms and conditions governing the reimbursable detail of **Employee 7** (Detailee) from DOL to SSA.

II. BACKGROUND

Under this MOU, Detailee will be detailed to Social Security Administration's Office of the Commissioner.

The Detailee is currently DOL's Schedule C Policy Advisor assigned to the Office of the Secretary. Detailee's responsibilities include:

- Providing software engineering, modern architecture and system design, project and team leadership, software delivery, security and site reliability engineering, data engineering, engineering management, and/or executive leadership expertise to champion and deliver modern technology.
- Being responsible for a wide range of activities including debugging, software testing, and programming. This includes quickly adapting and learning by problem-solving within legacy systems and organizational constraints while working collaboratively for rapid prototyping.
- Assessing the state of current projects in agencies; planning or leading interventions where major corrections are required.
- Assisting on IT projects including infrastructure, implementing safeguards to prevent fraud, and ensuring the integrity and success of these efforts.
- Championing data strategies and builds interoperability with other agencies as well as internal and external stakeholders.

III. RESPONSIBILITIES OF THE PARTIES TO THIS MOA:

A. DOL Responsibilities:

1. Authorize SSA to retain the Detailee's professional services for the term of this agreement.
2. Retain the Detailee's full time equivalent (FTE) and continue to pay the Detailee's salary and agency benefit contributions for the duration of the detail - including any extensions.
3. Transition the Detailee's work to another staff member during the detail.
4. Provide any transit subsidy benefits due the Detailee.
5. In accordance with DOL practices and procedures, validate the Detailee's reported hours and leave usage in DOL's time and attendance system during the detail and any extensions.
6. Retain the authority to authorize or deny any written requests by the Detailee to perform the duties of the detail assignment on federal holidays or in excess of 40 hours per week.
7. As needed, brief the Detailee on the contents of this MOU and any other applicable information.
8. As needed, maintain and update the Detailee's official personnel record.
9. Continue to be responsible for Detailee's performance evaluations.
10. Retain responsibility for processing the Detailee's payroll actions, including within-grade increases, pay adjustments, etc.

SSA Responsibilities:

1. In-process and out-process the Detailee.
2. Provide workspace (or allow telework), reasonable accommodation if applicable, and equipment (laptop, communication device, etc.) for the Detailee during the detail. The location of the assignment will be 6401 Security Blvd, Baltimore, MD 21235.
3. Provide technical, operational, and administrative support to the Detailee for all assigned activities.

4. Provide and pay for any training DOL requires the detailee to attend in order to carry out duties during the detail.
5. Reimburse the Detailee for any travel, per diem, and other related expenses that the Detailee incurs in connection with carrying out the duties of the detail if outside of Detailee's daily commute to and from the detail work location. Ensure the Detailee does not incur travel expenses that exceed the maximum amounts authorized by the Federal Travel Regulations in effect at the time of travel.
6. Determine and approve the Detailee's hours of duty and leave usage. Ensure the Detailee reports time and attendance to the SSA timekeeper prior to the end of each pay period.
7. Report the employee's time and attendance to DOL's timekeeper on a biweekly basis and advise DOL by 12:00 noon on the last Friday of every pay period of the hours worked and type and amount of any leave used during that period. The employee will not be permitted to perform the duties of the assignment on Federal holidays, or to work in excess of 40 hours per week, without permission from the employee's supervisor at DOL.
8. Establish performance requirements for the Detailee, and at DOL's request, provide written feedback to the Detailee's SSA supervisor for purposes of Detailee's performance evaluation during the term of the detail.
9. Ascertain and mitigate any conflict of interest or confidentiality protocols.
10. Obtain any security clearance required to perform the duties of the detail.
11. Recognize the Detailee's mandatory SSA employee trainings (e.g., EEO Process, NO FEAR Act, etc.) for which Detailee has already received certification of completion. Ensure the Detailee continues to take additional mandatory trainings required by DOL. Ensure the Detailee takes SSA-required trainings (IT security, etc.).
12. If a specific security clearance is required, this Agreement is contingent upon the employee's successful adjudication and receipt. SSA will be responsible for the costs of obtaining the security clearance.

Detailee's SSA Responsibilities

1. Conduct an audit for program integrity of the National Directory of New Hires;
2. Evaluate the death information available on SSA's Numident record with death data available in "Do Not Pay" file and analyze any data differences. If necessary, offer recommendations for improvements;

3. Evaluate the death information available on SSA's Numident record with death data available in "Do Not Pay" file and analyze any data differences. If necessary, offer recommendations for improvements;
4. Review prior audits and studies concerning improvements to SSA's Numident death records and assess the current process used by SSA to obtain death information for SSA's programs and offer recommendations for improvement of the process by which information is obtained;
5. Prepare recommendations related to the duties above and, without using the active production system, provide examples of code improvements;
6. Conduct analysis of SSA payment data to reduce concerns improper payments. This will include analyzing data of SSA current payments to beneficiaries against other SSA records to identify potential improper payments; and
7. Data needed to perform the analysis will be SSA payment files sent to Treasury and potentially the Numident, Master Beneficiary Record (MBR), and Supplemental Security Record (SSR). Security controls will be implemented to prevent detailee from accessing or viewing sensitive data within any of these records.

In Performance of His Work, Detailee Shall:

1. Report to and be supervised by the Commissioner of the Social Security Administration or his or her designee when performing SSA work. In all circumstances, Detailee will comply with all instructions, rules, regulations, and restrictions of the supervising agency.
2. Not knowingly take any actions that undermine SSA's responsibilities under governing statutes, regulations, or directives, including but not limited to FISMA, FITARA, the Privacy Act, the Federal Acquisition Regulation, and the Trade Secrets Act.
3. Not knowingly take any measures that create cybersecurity risks to SSA systems.
4. Not knowingly access SSA systems in a manner that fails to comply with all relevant federal, security, ethics, and confidentiality laws, regulations, and policies, including SSA records management and information security requirements.
5. Not access, or attempt to access, classified information without proper security clearance.

6. Access SSA data, information, and systems for only legitimate purposes, including but not limited to IT modernization, the facilitation of SSA operations, and the improvement of Government efficiency.
7. Comply with the requirements of the Privacy Act for information that SSA collects on individuals, including, if necessary, publishing or amending Systems of Records Notices to adequately account for the information it collects.
8. With permission of the assigned SSA supervisor, securely destroy or erase copied SSA data or information when no longer needed for official SSA purposes. Prior to access, disclosure, and other handling of any personally identifiable information in SSA records, ensure permission from the assigned SSA supervisor for such action, to ensure authority exists for access, disclosure, or handling.
9. To the greatest extent possible, use the program agency system documentation to understand how to use the data and information which is being accessed.
10. Remains subject to the Standards for Ethical Conduct for Employees of the Executive Branch as noted by 5 C.F.R. Part 2635.
11. Is bound by any other laws and regulations applicable to Federal employees including, but not limited to, representations as attorney or agent for any person (18 U.S.C. Sections 203 and 205); political activity (Hatch Act, 5 U.S.C. Sections 7321-7326); financial conflicts of interest (18 U.S.C. Section 208); post-employment restrictions (18 U.S.C. Section 207); and salary supplementation prohibitions (18 U.S.C. Section 209);
12. Will be required to comply with all of the SSA's supplemental ethics regulations.

IV. AUTHORITY

The Economy Act (31 U.S.C. § 1535) allows Federal agencies to perform services for other Federal agencies if funds are available to pay for the services. All IAAs citing the Economy Act as statutory require the preparation and approval of a Determination and Findings (D&F) Statement.

V. DURATION OF AGREEMENT/DETAIL

This reimbursable detail will commence on or around March 5, 2025, and shall not exceed one year. The employee will be given at least one-week notice before returning to the

organization of record. The parties may extend the Agreement for successive option periods. If the parties agree to extend the Agreement for optional periods, they will execute forms FS 7600 A and B manifesting said agreement on or before the start of the extension. The terms and conditions set forth in this Agreement will remain in effect during the option periods unless those terms and conditions are modified by the forms FS 7600 A and B and by other written MOA modification signed by the parties.

This MOA does not document the obligation of funds by which SSA will reimburse DOL. The parties will document the obligation of funds by executing FS Form 7600A and FS Form 7600B.

In the event of any lapse in federal funding, the Detailee will follow instructions issued by SSA. If SSA deems the Detailee's duties to be excepted, the Detailee may continue his work related to the detail. If SSA deems the Detailee's duties to be non-excepted, the Detailee will return to DOL and follow the instructions issued by DOL as they relate to his permanent position of record.

VI. FUNDING:

SSA agrees to transfer funds to DOL, in the form of progress or periodic payments, on at least a quarterly basis, up to the sum of \$71,000 to support DOL's activities under this Agreement.

DOL will collect funds from SSA through Treasury's G-Invoicing system, which will generate an Intra-Governmental Payment and Collection (IPAC), on a quarterly basis, sufficient to reimburse DOL for the costs it has incurred for performing services through the date of the billing.

At least quarterly, but no later than 30 days after an accountable event, DOL shall provide SSA with a performance report (i.e., a billing statement) that details all work performed to date. Additionally, at least quarterly, the parties will reconcile balances related to revenue and expenses for work performed under this Agreement.

VIII. MODIFICATION AND TERMINATION:

Modifications to this Agreement must be in writing and agreed to by the parties. Either party may terminate this Agreement by providing **30** days advance written notice to the other party. Upon termination, the Detailee will return to DOL.

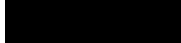
This MOU may be modified without 30 days advance notice at the sole discretion of either the Servicing Agency or Requesting Agency in the event of a furlough, government shutdown, or other similar events, or to the extent necessary to comply with statutes, regulations, executive orders, etc.

IX. CONTACTS:

DOL Supervisor:

Jihun Han
Acting Chief of Staff
Office of the Secretary
U.S. Department of Labor

SSA Supervisor:

Mickie Tyquiengco
Executive Officer, OCIO
6401 Security Blvd, Baltimore MD, 2123


SSA Project Coordinator:

Mickie Tyquiengco
Executive Officer, OCIO
[REDACTED]

DOL Project Coordinator:

Colton Duncan
White House Liaison
[REDACTED]@dol.gov

SSA Accounting/Finance Contact:

Stephen Hull
Director, Office of Finance
[REDACTED]

DOL Accounting/Finance Contact:

Janice Blake-Green
200 Constitution Ave. NW, 20210
Rm S4030
[REDACTED]

X. INTEGRATION CLAUSE: This agreement and the accompanying FS Form 7600A and FS Form 7600B constitute the entire Agreement of the parties with respect to its subject matter. There have been no representations, warranties or promises made outside of this Agreement. This Agreement shall take precedence over any other documents that may conflict with it.

XI. DISPUTE RESOLUTION: Disputes related to this IAA shall be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 5, Intragovernmental Transaction (Intragovernmental Transaction Guide) available at <http://tfm.fiscal.treasury.gov/content/tfm/v1/p2/c470.html>

XII. AUTHORIZING SIGNATURES AND DATES: 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 Agreement.

Electronic Signature Acknowledgement: The signatories may sign this document electronically by using an approved electronic signature process. By signing this document electronically, the signatory agrees that the signature they provide has the same meaning and legal validity and effect as a handwritten signature.

Social Security Administration:

Michael L. Russo
Chief Information Officer

U.S. Department of Labor:

Colton Duncan
White House Liaison

Signature: Michael L.
Date: Russo

Digitally signed by
Michael L. Russo
Date: 2025.03.17
15:26:09 -04'00'

Signature: COLTON
Date: DUNCAN (Affiliate)

Digitally signed by COLTON
DUNCAN (Affiliate)
Date: 2025.03.21 14:44:17
-04'00'

UNITED STATES GOVERNMENT
GENERAL TERMS & CONDITIONS (GT&C)
FS Form 7600A



Agreement Between Federal Program Agencies for Intragovernmental Reimbursable, Buy/Sell Activity. In Accordance with TFM Volume 1, Part 2, Chapter 4700, Appendix 8.

Required fields for the FS Form 7600A are denoted with an (*)

Additional fields required when an Agency transitions to G-Invoicing are denoted by a (G)

https://www.fiscal.treasury.gov/fsservices/gov/acctg/g_invoice/g_invoice_home.htm

NEW OR MODIFIED GT&C

General Terms and Conditions (GT&C) Number	G GT&C Number:	
	Requesting Agency (Buyer)	Servicing Agency (Seller)
	* Agency Agreement Tracking Number DOL-25-0018	* Agency Agreement Tracking Number 2825DOLSSADETAIL
	G Modification Number: 0	
	G Status: Shared Draft	





AGENCY INFORMATION

		Requesting Agency (Buyer)	Servicing Agency (Seller)
1.	* Agency Name	Social Security Administration	Department of Labor
	* Group Name	SSA	OASAM
	G Group Description	Social Security Administration	Office of Assistant Secretary for Administration and Management
	G Document Inheritance Indicator	Yes	Yes
	* Agency Location Code (ALC)	28040001	16012014
	ALC Description	28040001 - 028 - Social Security Administration - HQ - Div of Central Accting Operations	16012014 - 016 - DEPT OF LABOR - OCFO DCAS CLIENT SVCS
	Subordinate Group		
	Cost Center		
	Business Unit		
	Department ID		

GT&C INFORMATION

2.	* GT&C Title	Employee 3 Detail to SSA	
3.	G Order Originating Partner Indicator	Requesting Agency (Buyer)	
4.	* Agreement Period	Original Base/Current Modification	New/Proposed Modification
		Start Date (yyyy/mm/dd): 2025-02-18	Start Date (yyyy/mm/dd):
		End Date (yyyy/mm/dd): 2025-09-30	End Date (yyyy/mm/dd):
5.	Termination Days	30	
6.	* Agreement Type	Multiple Orders	

7.	* Advance Payment Indicator	Are Advance Payments allowed for this GT&C? <input type="radio"/> Yes <input checked="" type="radio"/> No *If Yes, the Servicing Agency Advance Payment Authority Title and Citation are required upon creation of an Order against this GT&C.
8.	* Assisted Acquisition Indicator	Will this GT&C accommodate Assisted Acquisitions? <input type="radio"/> Yes <input checked="" type="radio"/> No *If Yes, the Servicing Agency provides acquisition support in awarding and managing contracts on behalf of the Requesting Agency's requirements for products or services. Lines 17 & 18 below for additional detail.
ESTIMATED AGREEMENT AMOUNT		
9.	Total Direct Cost Amount	\$71,000.00
	Total Overhead Fees and Charges Amount	\$0.00
	* Total Estimated Amount	\$71,000.00
	^o Enforce Total Remaining Amount	Should G-Invoicing enforce the total value of orders to remain below the Total Amount on the GT&C? <input checked="" type="radio"/> Yes <input type="radio"/> No If Yes, G-Invoicing will not allow Order total to exceed the GT&C total.
ADDITIONAL AGREEMENT INFORMATION		
10.	Explanation of Overhead Fees and Charges	
11.	Requesting Scope	See MOU
12.	Requesting Roles	See MOU
13.	Servicing Roles	See MOU
14.	Restrictions	
15.	Assisted Acquisition Small Business Credit Clause	The Servicing Agency will allocate the socio-economic credit to the Requesting Agency for any contract actions it has executed on behalf of the Requesting Agency.
16.	Disputes	Disputes related to this GT&C and any related Orders shall be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 5; Intragovernmental Transaction (IGT) Guide, at http://tfm.fiscal.treasury.gov/content/tfm/v1/p2/c470.html
17.	Requesting Assisted Acquisitions	
18.	Servicing Assisted Acquisitions	
19.	Requesting Clauses	Within G-Invoicing, SSA may use G-Invoicing Representative Approvers to ministerially approve agreements (GT&C and Orders). Please refer to the Approved PDF Agreement in the attachment section of the GT&C and any underlying Orders for SSAs official approval. Subject to the availability of funds. The parties agree that if the Federal Government is operating under a continuing resolution (CR), the amount obligated under this agreement will only be available to cover the services performed and expenses incurred through the period of the CR. SSAs ability to obligate funds for services beyond the expiration of the CR is subject to the availability of funds in the subsequent funding measure for the fiscal year. When an annual appropriation act provides sufficient funding for an appropriation account to cover obligations incurred under the authority of the CR, any unpaid obligations will be charged to and paid from the applicable account established under the annual appropriation act. SSAs obligation for FYs beyond 2025 is subject to the availability of funds

20.	Servicing Clauses		
21.	Agency Additional Information	Requesting Agency (Buyer)	Servicing Agency (Seller)
		SOCIAL SECURITY ADMINISTRATION (SSA)	DEPARTMENT OF LABOR (DOL)
MODIFY GT&C			
22.	Modification Date (yyyy/mm/dd):		
	Brief explanation required for modifying this GT&C:		
CLOSE GT&C			
23.	Closing Date (yyyy/mm/dd):		
	Brief explanation required for closing this GT&C:		
REJECT GT&C			
24.	Rejection Date (yyyy/mm/dd):		
	Brief explanation required for rejecting this GT&C:		
PREPARER INFORMATION			
25.	* Preparer Name		
	* Preparer Phone		
	* Preparer E-mail	@ssa.gov	
AGREEMENT APPROVALS			
By signing this agreement, you authorize the General Terms and Conditions as stated, and that the scope of the work can be fulfilled. By signing, you agree to periodically review the terms and conditions of the agreement and make any necessary modifications to the GT&C and any affected Order(s).			
		Requesting Initial Approval (required)	Servicing Initial Approval (required)
26.	* Approver's Name	Michael L. Russo	Colton Duncan
	* Signature	Michael Russo  Digitally signed by Michael Russo Date: 2025.02.22 09:30:19 -05'00'	COLTON DUNCAN (Affiliate)  Digitally signed by COLTON DUNCAN (Affiliate) Date: 2025.02.25 14:40:27 -05'00'
	Title	Chief Information Officer	White House Liaison
	* E-mail	@ssa.gov	@dol.gov
	* Phone		
	Fax		
	* Date (yyyy/mm/dd)		
		Requesting Final Approval (required)	Servicing Final Approval (required)
27.	* Approver's Name	Michael L. Russo	Colton Duncan
	* Signature	Michael Russo  Digitally signed by Michael Russo Date: 2025.02.22 09:29:00 -05'00'	COLTON DUNCAN (Affiliate)  Digitally signed by COLTON DUNCAN (Affiliate) Date: 2025.02.25 14:39:53 -05'00'
	Title	Chief Information Officer	White House Liaison
	* E-mail	@ssa.gov	@dol.gov

	* Phone		
	Fax		
	* Date (yyyy/mm/dd)		

UNITED STATES GOVERNMENT
GENERAL TERMS & CONDITIONS (GT&C)
FS Form 7600A



Agreement Between Federal Program Agencies for Intragovernmental Reimbursable, Buy/Sell Activity. In Accordance with TFM Volume 1, Part 2, Chapter 4700, Appendix 8.

Required fields for the FS Form 7600A are denoted with an (*)

Additional fields required when an Agency transitions to G-Invoicing are denoted by a (G)

https://www.fiscal.treasury.gov/fsservices/gov/acctg/g_invoice/g_invoice_home.htm

NEW OR MODIFIED GT&C

General Terms and Conditions (GT&C) Number	G GT&C Number:	
	Requesting Agency (Buyer)	Servicing Agency (Seller)
	* Agency Agreement Tracking Number NASA-25	* Agency Agreement Tracking Number 42794
	G Modification Number:	
	G Status: Open for Orders	





AGENCY INFORMATION

		Requesting Agency (Buyer)	Servicing Agency (Seller)
1.	* Agency Name	Social Security Administration	National Aeronautics and Space Administration
	* Group Name	DCS-IAA	HQ:AA000
	G Group Description	Systems Interagency Agreements	HQ Office of the Administrator
	G Document Inheritance Indicator	Yes	Yes
	* Agency Location Code (ALC)	28040001	80000001
	ALC Description	28040001 - 028 - Social Security Administration - HQ - Div of Central Accting Operations	80000001 - 080 - NASA Headquarters
	Subordinate Group		
	Cost Center		
	Business Unit		
	Department ID		

GT&C INFORMATION

2.	* GT&C Title	Employee 2 Detail to SSA	
3.	G Order Originating Partner Indicator	Requesting Agency (Buyer)	
4.	* Agreement Period	Original Base/Current Modification	New/Proposed Modification
		Start Date (yyyy/mm/dd): 2025-02-18	Start Date (yyyy/mm/dd):
		End Date (yyyy/mm/dd): 2025-09-30	End Date (yyyy/mm/dd):
5.	Termination Days	10	
6.	* Agreement Type	Multiple Orders	

7.	* Advance Payment Indicator	Are Advance Payments allowed for this GT&C? <input type="radio"/> Yes <input checked="" type="radio"/> No *If Yes, the Servicing Agency Advance Payment Authority Title and Citation are required upon creation of an Order against this GT&C.
8.	* Assisted Acquisition Indicator	Will this GT&C accommodate Assisted Acquisitions? <input type="radio"/> Yes <input checked="" type="radio"/> No *If Yes, the Servicing Agency provides acquisition support in awarding and managing contracts on behalf of the Requesting Agency's requirements for products or services. Lines 17 & 18 below for additional detail.
ESTIMATED AGREEMENT AMOUNT		
9.	Total Direct Cost Amount	\$116,501.45
	Total Overhead Fees and Charges Amount	\$4,077.55
	* Total Estimated Amount	\$120,579.00
	° Enforce Total Remaining Amount	Should G-Invoicing enforce the total value of orders to remain below the Total Amount on the GT&C? <input checked="" type="radio"/> Yes <input type="radio"/> No If Yes, G-Invoicing will not allow Order total to exceed the GT&C total.
ADDITIONAL AGREEMENT INFORMATION		
10.	Explanation of Overhead Fees and Charges	Overhead costs are Indirect costs associated with the Agency Agreement Indirect (AAI) Rate (formerly known as Center Management and Operational (CMO)) costs.
11.	Requesting Scope	See MOA - Section I
12.	Requesting Roles	See MOA - Section IV.B
13.	Servicing Roles	See MOA - Section IV.A
14.	Restrictions	
15.	Assisted Acquisition Small Business Credit Clause	The Servicing Agency will allocate the socio-economic credit to the Requesting Agency for any contract actions it has executed on behalf of the Requesting Agency.
16.	Disputes	Disputes related to this GT&C and any related Orders shall be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 5; Intragovernmental Transaction (IGT) Guide, at http://tfm.fiscal.treasury.gov/content/tfm/v1/p2/c470.html
17.	Requesting Assisted Acquisitions	
18.	Servicing Assisted Acquisitions	
19.	Requesting Clauses	Within G-Invoicing, SSA may use G-Invoicing Representative Approvers to ministerially approve agreements (GT&C and Orders). Please refer to the Approved PDF Agreement in the attachment section of the GT&C and any underlying Orders for SSAs official approval. Subject to the availability of funds. The parties agree that if the Federal Government is operating under a continuing resolution (CR), the amount obligated under this agreement will only be available to cover the services performed and expenses incurred through the period of the CR. SSAs ability to obligate funds for services beyond the expiration of the CR is subject to the availability of funds in the subsequent funding measure for the fiscal year. When an annual appropriation act provides sufficient funding for an appropriation account to cover obligations incurred under the authority of the CR, any unpaid obligations will be charged to and paid from the applicable account established under the annual appropriation act.

		SSAs obligation for FYs beyond 2025 is subject to the availability of funds	
20.	Servicing Clauses	See Attachement A	
21.	Agency Additional Information	Requesting Agency (Buyer)	Servicing Agency (Seller)
MODIFY GT&C			
22.	Modification Date (yyyy/mm/dd):		
	Brief explanation required for modifying this GT&C:		
CLOSE GT&C			
23.	Closing Date (yyyy/mm/dd):		
	Brief explanation required for closing this GT&C:		
REJECT GT&C			
24.	Rejection Date (yyyy/mm/dd):		
	Brief explanation required for rejecting this GT&C:		
PREPARER INFORMATION			
25.	* Preparer Name		
	* Preparer Phone		
	* Preparer E-mail	@ssa.gov	
AGREEMENT APPROVALS			
By signing this agreement, you authorize the General Terms and Conditions as stated, and that the scope of the work can be fulfilled. By signing, you agree to periodically review the terms and conditions of the agreement and make any necessary modifications to the GT&C and any affected Order(s).			
		Requesting Initial Approval (required)	Servicing Initial Approval (required)
26.	* Approver's Name	Michael L Russo	Darren Bossie
	* Signature	Michael Russo  Digitally signed by Michael Russo Date: 2025.02.27 20:00:34 -05'00'	Darren Bossie  Digitally signed by Darren Bossie Date: 2025.03.25 14:01:16 -04'00'
	Title	Chief Information Officer	White House Liaison
	* E-mail	@ssa.gov	@nasa.gov
	* Phone		
	Fax		
	* Date (yyyy/mm/dd)		
		Requesting Final Approval (required)	Servicing Final Approval (required)
27.	* Approver's Name	Michael L. Russo	Darren Bossie
	* Signature	Michael Russo  Digitally signed by Michael Russo Date: 2025.02.27 20:00:54 -05'00'	Darren Bossie  Digitally signed by Darren Bossie Date: 2025.03.25 14:01:46 -04'00'
	Title	Chief Information Officer	White House Liaison

	* E-mail	[REDACTED]	[REDACTED]
	* Phone	[REDACTED]	
	Fax		
	* Date (yyyy/mm/dd)		03/25/2025

UNITED STATES GOVERNMENT ORDER FORM

FS FORM 7600B



Agreement Between Federal Program Agencies for Intragovernmental Reimbursable, Buy/Sell Activity. In Accordance with TFM Volume 1, Part 2, Chapter 4700, Appendix 8.

Required fields for the FS Form 7600B are denoted with an (*)

Additional fields required when an Agency transitions to G-Invoicing are denoted by a (G)

<https://www.fiscal.treasury.gov/g-invoice/>

NEW OR MODIFIED ORDER

1.	Order Number	^G Order Number: <table border="1"> <tr> <th>Requesting Agency (Buyer)</th> <th>Servicing Agency (Seller)</th> </tr> <tr> <td>* Order Tracking Number NASA-25</td> <td>* Order Tracking Number 42794</td> </tr> </table>		Requesting Agency (Buyer)	Servicing Agency (Seller)	* Order Tracking Number NASA-25	* Order Tracking Number 42794
Requesting Agency (Buyer)	Servicing Agency (Seller)						
* Order Tracking Number NASA-25	* Order Tracking Number 42794						
		^G Modification Number: ^G Order Status: Open					
2.	^G General Terms & Conditions (GT&C) Number (Associated with this Order):						
3.	*Order Date (yyyy-mm-dd):	2025-02-18					

PARTNER INFORMATION

4.	*Assisted Acquisition Indicator	No	
		Original Base/Current Modification	New/Proposed Modification
5.	*Period of Performance	Start Date (yyyy-mm-dd): 2025-02-18	Start Date (yyyy-mm-dd):
		End Date (yyyy-mm-dd): 2025-09-30	End Date (yyyy-mm-dd):
		Requesting Agency (Buyer)	Servicing Agency (Seller)
6.	*Agency Location Code (ALC)	28040001	80000001
7.	*Agency Name	Social Security Administration	National Aeronautics and Space Administration
8.	*Group Name	DCS IAA	HQ:AA000
9.	^G Group Description	Systems Interagency Agreements	HQ Office of the Administrator
10.	Cost Center		
11.	Business Unit		
12.	Department ID		
13.	Unique Entity Identifier (UEI)		
14.	Funding Office Code (Buyer Only)		
15.	Funding Agency Code (Buyer Only)		
16.	Comments	Within G-Invoicing, SSA may use G-Invoicing Representative Approvers to ministerially approve agreements. Please refer to the Approved PDF Agreement in the attachment section of the Order for SSA official approval.	

AUTHORITY INFORMATION

17.	*Statutory Authority Fund Type Code	Select One: Economy Act	
18.	Statutory Authority Fund Type Title	Economy Act	
19.	Statutory Authority Fund Type Citation	31 USC 1535	
		Requesting Agency (Buyer)	Servicing Agency (Seller)
20.	Program Authority Title		
21.	Program Authority Citation		

ADVANCE INFORMATION (Required by Servicing Agency if there is an advance.)

22.	Advance Revenue Recognition Methodology	Select One:	
23.	Advance Revenue Recognition Description (required if "Other")		
24.	Advance Payment Authority Title		
25.	Advance Payment Authority Citation		
		Original Base/Current Modification Total	New/Proposed Modification Total
26.	Total Advance Amount		
27.	Advance Amount Funding Change for this Modification [Addition (+) or Reduction (-)]		
28.	Total Modified Advance Amount		

DELIVERY INFORMATION (Requesting Agency completes.)

29.	*FOB Point	Select One: Source/Origin
30.	Constructive Receipt Days	(Calendar Days) *Required if Destination/Other is checked on line 29.
31.	Acceptance Point	Select One:
32.	Place of Acceptance	
33.	Inspection Point	Select One:
34.	Place of Inspection	

ORDER BILLING (Servicing Agency completes.)

35.	*Billing Frequency	Select One: QUARTERLY
36.	Billing Frequency Explanation	

ORDER BILLING (Requesting Agency completes.)

37.	Priority Order Indicator	Yes	
38.	Capital Planning and Investment Control (CPIC)	False	
		Original Base/Current Modification Total	New/Proposed Modification Total
39.	*Total Order Amount	\$120,579.00	
40.	Total Modification Amount		
41.	Total Modified Order Amount		

42.	Total Modified Advance Order Amount		
43.	Net Order Amount		
LINE ITEMS (Additional Lines/Schedules may be added using the + button after Block 116)			
		Original Base/Current Modification Total	New/Proposed Modification Total
44.	*Line Number	1	
45.	Order Line Status	ACTIVE	
46.	Order Item Code	9999	
47.	*Item Description	Employee 2 Detail to SSA	
48.	*Line Costs Unit of Measure (UOM)	DO	
49.	*Unit of Measure Description	Dollars, U.S.	
50.	Total Line Costs	\$120,579.00	
51.	Line Cost Funding Change for this Modification [Addition (+) or Reduction (-)]		
52.	Total Modified Line Costs		
53.	Order Line Advance Amount		
54.	Order Line Advance Amount Funding Change for this Modification [Addition (+) or Reduction (-)]		
55.	Total Modified Order Line Advance Amount		
56.	Product/Service Identifier		
57.	*Capitalized Asset Indicator (Servicing Agency Only)	False	
58.	Item UID Required Indicator	False	
59.	*Type of Service Requirements	NOT APPLICABLE	
SCHEDULE SUMMARY (Additional Lines/Schedules may be added using the + button after Block 116)			
		Original Base/Current Modification Total	New/Proposed Modification Total
60.	*Schedule Number	1	
61.	Advance Payment Indicator	False	
62.	*Cancel Status (Schedule)	ACTIVE	
63.	*Schedule Unit Cost/Price	\$1.00	
64.	Schedule Unit Cost/Price Funding Change for this Modification [Addition (+) or Reduction (-)]		
65.	Total Modification Schedule Unit Cost/Price		
66.	*Order Schedule Quantity	120579	
67.	Order Schedule Quantity		

	Change for this Modification [Addition (+) or Reduction (-)]		
68.	Net Modification Order Schedule Quantity		
69.	Order Schedule Amount	\$120,579.00	
70.	Order Schedule Amount Funding Change for this Modification [Addition (+) or Reduction (-)]		
71.	Total Modified Order Schedule Amount		

SCHEDULE FUNDING INFORMATION

72.	*Agency Treasury Account Symbol (TAS)	Requesting Agency (Buyer)								Servicing Agency (Seller)							
		SP	ATA	AID	BPOA	EPOA	A	MAIN	SUB	SP	ATA	AID	BPOA	EPOA	A	MAIN	SUB
				028	2025	2025		8704	000			080	2025	2025		0122	000
73.	*Agency Business Event Type Code (BETC)	DISNGF								COLL							
74.	Object Class Code	25.3															
75.	Additional Accounting Classification	CAN 4003431															
76.	*Bona Fide Need (Requesting Agency Only)	SSA requires the services of NASA employee, Scott Coulter, to serve on a detail to SSA.															

STANDARD LINE OF ACCOUNTING (SLOA) INFORMATION (Accounting Flex Field Values)

To capture Agency Internal Accounting

77.	Accounting Classification Reference Number	Requesting Agency (Buyer)								Servicing Agency (Seller)							
78.	Reimbursable Flag	Direct								Reimbursable							
79.	Federal Award Identifier Number (FAIN)																
80.	Unique Record Identifier (URI)																
81.	Activity Address Code																
82.	Budget Line Item																
83.	Budget Fiscal Year	2025								2025							
84.	Security Cooperation																
85.	Security Cooperation Implementation Agency																
86.	Security Cooperation Case Designator																
87.	Security Cooperation Case Line Item Identifier																
88.	Sub-Allocation																
89.	Agency Accounting Identifier																
90.	Funding Center Identifier	4003431															
91.	Cost Center Identifier																

92.	Project Identifier		
93.	Activity Identifier	2531	
94.	Disbursing Identifier		
95.	Cost Element Code		
96.	Work Order Number		
97.	Functional Area		
98.	Agency Security Cooperation Case Designator		
99.	Parent Award Identifier (PAID)		
100.	Procurement Instrument Identifier (PIID)		
SCHEDULE SHIPPING INFORMATION			
101.	Ship To Address Identifier		
102.	Ship To Agency Title		
103.	Address 1	6401 Security Boulevard	
104.	Address 2		
105.	Address 3		
106.	Ship To City	Baltimore	
107.	Ship To Postal Code	21235	
108.	Ship To State	Maryland	
109.	Ship To Country Code	US	
110.	Ship To Location Description		
111.	Delivery/Shipping Information for Product Special Shipping Information		
112.	Delivery/Shipping POC Name		
113.	Delivery/Shipping Information for Product POC Title		
114.	Delivery/Shipping Information for Product POC E-mail Address		
115.	Delivery/Shipping Information for Product POC Telephone Number		
116.	Agency Additional Information	Requesting Agency (Buyer)	Servicing Agency (Seller)
		This Order covers the external detail of Employee 2 (Detailee) from NASA to SSA. Subject to the availability of funds. The parties agree that if the Federal Government is operating under a continuing resolution (CR), the amount obligated under this agreement will only be available to cover the services performed and expenses incurred through the period of the CR. SSAs ability to obligate funds for services beyond the	

	expiration of the CR is subject to the availability of funds in the subsequent funding measure for the fiscal year. When an annual appropriation act provides sufficient funding for an appropriation account to cover obligations incurred under the authority of the CR, any unpaid obligations will be charged to and paid from the applicable account established under the annual appropriation act.	
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MODIFY ORDER

117. Modification Date (yyyy-mm-dd):
118. Brief explanation required for modifying this Order:

CLOSE ORDER

119. Closing Date (yyyy-mm-dd):
120. Brief explanation required for closing this Order:

REJECT ORDER

121. Rejection Date (yyyy-mm-dd):
122. Brief explanation required for rejecting this Order:

AGENCY POINT OF CONTACTS (POC)

		Requesting Agency (Buyer)	Servicing Agency (Seller)
123.	*Agency POC Name	Mickie Tyquiengco	Emily Vansice
	*Agency POC E-mail	██████████@ssa.gov	██████████@nasa.gov
	*Agency POC Phone No.	██████████	██████████
	Agency POC Fax No.		

AGREEMENT APROVALS**FUNDING OFFICIAL**

The Funds Approving Officials, as identified by the Requesting Agency and Servicing Agency, certify that the funds are accurately cited and can be properly accounted for per the purposes set forth in the Order. The Requesting Agency Funding Official signs to obligate funds. The Servicing Agency Funding Official signs to start the work, and to bill, collect, and properly account for funds from the Requesting Agency, in accordance with the agreement.

		Requesting Agency (Buyer)	Servicing Agency (Seller)
124.	*Funding Official Name	Michael L. Russo	Crystal McNeely
	*Signature	Michael Russo <small>Digitally signed by Michael Russo Date: 2025.02.27 19:50:36 -05'00'</small>	Crystal Mcneely <small>Digitally signed by Crystal Mcneely Date: 2025.03.25 15:49:18 -04'00'</small>
	Funding Official Title	Chief Information Officer	Chief, Reimbursable and Funds Control Office
	*Funding Official E-mail	██████████@ssa.gov	██████████@nasa.gov
	*Funding Official Phone No.	██████████	██████████
	Funding Official Fax No.		
	*Funding Official Date Signed (yyyy-mm-dd)		

PROGRAM OFFICIAL

The Program Officials, as identified by the Requesting Agency and Servicing Agency, must ensure that the scope of work is properly defined and can be fulfilled for this Order. The Program Official may or may not be the Contracting Officer depending on each agency's IAA business process.

		Requesting Agency (Buyer)	Servicing Agency (Seller)
125.	*Program Official Name	Michael L. Russo	Darren Bossie
	*Signature	Michael Russo Digitally signed by Michael Russo Date: 2025.02.27 19:51:10 -05'00'	Darren Bossie Digitally signed by Darren Bossie Date: 2025.03.25 14:04:33 -04'00'
	Program Official Title	Chief Information Officer	White House Liaison
	*Program Official E-mail	██████████@ssa.gov	██████████@nasa.gov
	*Program Official Phone No.	██████████	
	Program Official Fax No.		
	*Program Official Date Signed (yyyy-mm-dd)		03/25/2025

AGENCY PREPARER INFORMATION

		Requesting Agency (Buyer)
126.	*Name	██████████
	*Phone No.	██████████
	*E-mail Address	██████████@ssa.gov

NASA ATTACHMENT A

**INTERAGENCY AGREEMENT
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
AND
SOCIAL SECURITY ADMINISTRATION FOR
DETAIL ASSIGNMENT**

REQUESTING AND SERVICING: Scope, Roles, Restrictions, and Clauses:

SCOPE: Requesting Agency Scope (Block 11)
Reference MOA - Section IV.B

ROLES/RESPONSIBILITIES:

Requesting (Block 12) : Reference MOA - Section IV.B

and

Servicing (Block 13) Reference MOA - Section IV.A

SCHEDULE AND MILESTONES:

Not applicable

NASA UNIQUE SERVICING AGENCY CLAUSES: (Block 20)

AUTHORITY AND PARTIES
Reference MOA – Section III

LIABILITY AND RISK OF LOSS
Each Party agrees to assume liability for its own risks arising from or related to activities conducted under this IAA.

ANTI-DEFICIENCY ACT NOTICE
Notwithstanding any other provision of this IAA, all activities under or pursuant to this IAA are subject to the availability of funds, and no provision of this IAA shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

PRIORITY OF USE
Any schedule or milestone in this IAA is estimated based upon the Parties' current understanding of the projected availability of its respective goods, services, facilities, or equipment. In the

event that either Party's projected availability changes, NASA or Partner, respectively, shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA's and Partner's use of its own goods, services, facilities, or equipment shall have priority over the use planned in this IAA.

RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

NASA or Partner may, consistent with Federal law and this IAA, release general information regarding its own participation in this IAA as desired. Insofar as participation of the other Party in this IAA is included in a public release, NASA and Partner will seek to consult with each other prior to any such release, consistent with the Parties' respective policies.

Pursuant to Section 841(d) of the NASA Transition Authorization Act of 2017, Public Law 115-10 (the "NTAA"), NASA is obligated to publicly disclose copies of all agreements conducted pursuant to NASA's 51 U.S.C. §20113(e) authority in a searchable format on the NASA website within 60 days after the agreement is signed by the Parties. The Parties acknowledge that, if this IAA is entered into pursuant to NASA's 51 U.S.C. §20113(e) authority, this IAA will be disclosed, without redaction, in accordance with the NTAA.

LOAN OF GOVERNMENT EQUIPMENT (*if applicable*).

The Parties shall enter into a NASA Form 893, Loan of NASA Equipment, for NASA equipment loaned to Partner.

TERMINATION:

See MOA – Section VIII

End of Servicing Agency Clauses

MEMORANDUM OF AGREEMENT (MOA)
BETWEEN
THE SOCIAL SECURITY ADMINISTRATION (SSA)
AND
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (NASA)

- I. PURPOSE: This MOA between NASA and SSA sets forth the terms and conditions governing the reimbursable detail assignment of **Employee 2** (Detailee) from NASA to SSA.
- II. BACKGROUND: Pursuant to Executive directives, including the January 20, 2025, Executive Order 14158, *Establishing and Implementing the President's "Department of Government Efficiency"* and the February 11, 2025, Executive Order, *Implementing the President's "Department of Government Efficiency" Workforce Optimization Initiative* the detailee was identified by Office of Personnel to assist SSA with effectuation of the purposes of the Executive Orders named above.

The Detailee is currently a Senior Advisor (Program Specialist AD-0301-00). His NASA responsibilities include:

High-level strategic advice to NASA's leadership. He aids in shaping long-term goals and initiatives that align with NASA's mission and vision. He contributes to the planning and prioritization of NASA's key programs, projects, and policies along with offering expertise on policy issues related to space exploration, research, science, or technology. He implements and leads activities associated with Executive Order 14158 related to efficiency of agency operations.

The Detailee will serve as DOGE lead at SSA for Executive Order 14158 in SSA's ORG Office of Chief Information Officer. His SSA responsibilities include:

- Serve as the leader of the Department of Government Efficiency (DOGE) Team at the Social Security Administration (SSA), pursuant to Executive directives, including the January 20, 2025, Executive Order 14158, *Establishing and Implementing the President's "Department of Government Efficiency"* and the February 11, 2025, Executive Order, *Implementing the President's "Department of Government Efficiency" Workforce Optimization Initiative*.
- Advise SSA's Agency Head on implementing the President's DOGE Agenda.
- Consult with the SSA Agency Head regarding the agency's hiring plan and ensure new career appointment hires are in highest-need areas.
- Provide the United States DOGE Service Administrator with a monthly hiring report for SSA.
- Ensure performance of duties in compliance with all applicable laws, regulations, policies, mandates, protocols, and conditions related to appropriate access, collection, use, reproduction, dissemination, security, and disclosure of information involving non-public information, SSA information and data, and Personally Identifiable Information (PII), internal and external to SSA.

- Lead the SSA DOGE Team’s analyses related to the use of the death information available on SSA’s Numident record, Master Beneficiary Record, Supplemental Security Record, and the “Do Not Pay File” to assist in reducing improper payments by SSA, through the following:
 - Evaluate the existence of matches identified by SSA systems between the agency’s payment records and death data available on the Numident and analyze the causes. If matches are found, offer recommendations for improvements;
 - Evaluate the death information available on SSA’s Numident record with death data available in “Do Not Pay” file and analyze any data differences, and offer recommendations for improvements, if necessary;
 - Review prior audits and studies concerning improvements to SSA’s Numident death information and assess SSA’s current processes used to obtain death information for SSA’s programs and offer recommendations for improvement of the processes by which information is obtained;
 - Conduct analysis of SSA payment data to reduce improper payments, including data analysis of SSA current payments to beneficiaries against other SSA records to identify potential improper payments;
 - Provide examples of code improvements, outside of and without using or modifying SSA’s active production systems; and,
- Prepare and provide recommendations to SSA leadership related to the duties above-cited duties.

III. AUTHORITY: The Economy Act, 31 U.S.C. § 1535

IV. SCOPE OF WORK: The responsibilities of the parties to this MOA are:

A. NASA Responsibilities:

1. Authorize SSA to retain the Detailee’s professional services for the term of this agreement.
2. Retain the Detailee’s full time equivalent (FTE) and continue to pay the Detailee’s salary and agency benefit contributions for the duration of the detail - including any extensions.
3. Transition the Detailee’s work to another staff member during the detail.
4. Provide any transit subsidy benefits due the Detailee.
5. In accordance with NASA practices and procedures, validate the Detailee’s reported hours and leave usage during the detail and any extensions.
6. Retain the authority to authorize or deny any written requests by the Detailee to perform the duties of his detail assignment on federal holidays or in excess of 40 hours per week.

7. As needed, brief the Detailee on the contents of this MOA and any other applicable information.
8. As needed, maintain and update the Detailee's official personnel record.
9. If applicable, ensure that the detail is incorporated into the Detailee's Individual Development Plan, or equivalent, and ensure it is approved in accordance with NASA policies.
10. Continue to be responsible for Detailee's performance evaluations.
11. Retain responsibility for processing the Detailee's payroll actions.

B. SSA Responsibilities:

1. In-process and out-process the Detailee.
2. Provide workspace (or allow telework), reasonable accommodation if applicable, and equipment (laptop, communication device, etc.) for the Detailee during the detail. The location of the assignment will be 6401 Security Blvd., Robert M. Ball Building, Woodlawn, MD 21235.
3. Provide technical, operational, and administrative support to the Detailee for all assigned activities.
4. Reimburse the Detailee for any travel, per diem, and other related expenses that the Detailee incurs in connection with carrying out the duties of the detail if outside of his daily commute to and from his NASA work location. **Ensure the Detailee does not incur travel expenses that exceed the maximum amounts authorized by the Federal Travel Regulations in effect at the time of travel.**
5. Determine and approve the Detailee's hours of duty and leave usage. Ensure the Detailee reports his time and attendance to the SSA timekeeper prior to the end of each pay period.
6. Prior to requiring the Detailee to work on federal holidays or hours in excess of 80 within any NASA biweekly pay period, SSA will ensure the Detailee first obtains written approval from his NASA supervisor.
7. Establish performance requirements for the Detailee, and at NASA's request, provide written feedback to the Detailee's NASA supervisor for purposes of his/her performance evaluation during the term of the detail.
8. Ascertain and mitigate any conflict of interest or confidentiality protocols.
9. Obtain any security clearance required to perform the duties of the detail.
10. Recognize the Detailee's mandatory NASA employee trainings (e.g. EEO Process, NO FEAR Act, etc.) for which he has already received

certification of completion. Ensure the Detailee continues to take additional mandatory trainings required by SSA. Ensure the Detailee takes NASA required trainings (IT security, etc.).

V. SUPPLEMENTAL TERMS

The detailee will:

1. Report to the SSA-assigned supervisor when performing work for SSA.
2. Not knowingly take any actions that undermine SSA's responsibilities under governing statutes, regulations, or directives, including but not limited to FISMA, FITARA, the Privacy Act, the Federal Acquisition Regulation, and the Trade Secrets Act.
3. Not knowingly take any measures that create cybersecurity risks to SSA systems.
4. Not knowingly access SSA systems in a manner that fails to comply with all relevant federal, security, ethics, and confidentiality laws, regulations, and policies, including SSA records management and information security requirements.
5. Not disclose sensitive, nonpublic information, including but not limited to personally identifiable information (PII), without proper authorization under law and permissions from the individual's supervisor at SSA.
6. Prior to access, disclosure, and other handling of any PII in SSA records, ensure permission from the assigned SSA supervisor for such action, to ensure authority exists for access, disclosure, or handling.
7. Access SSA data, information, and systems (including PII) for only the performance of assigned duties for SSA.
8. Comply with the requirements of the Privacy Act for information that SSA collects on individuals, including, if necessary, publishing or amending Systems of Records Notices to adequately account for the information it collects.
9. With permission of the assigned SSA supervisor, securely destroy or erase copied SSA data or information when no longer needed for official SSA purposes.
10. To the greatest extent possible, use agency documentation to understand how to use the data and information to which any access is granted.

VI. DURATION OF DETAIL: The initial period of this detail will commence on or around February 18, 2025, and not to exceed one year. This reimbursable detail may be extended by mutual written consent of the parties.

In the event of any lapse in Federal funding, the Detailee will follow instructions issued by SSA. If SSA deems the Detailee's duties to be excepted, the Detailee may continue his work related to the detail. If SSA deems the Detailee's duties to be non-excepted, the Detailee will return to NASA and follow the instructions issued by NASA to his position of record.

VII. FUNDING: SSA will reimburse NASA in the amount not to exceed \$120,579 for the initial duration of the detail assignment. This MOA does not authorize NASA to incur obligations through the performance of services described herein. Performance of such services is authorized only by execution of Fiscal Service (FS) Forms 7600A and 7600B.

Accordingly, attached to, and made part of this MOA, are executed FS Forms 7600A and 7600B that provide the authorization for NASA to perform services under this MOA.

Transfers of funds will be through either the Intra-Governmental Payment and Collection (IPAC) or Treasury's G-Invoicing systems, which will generate an IPAC invoice on a quarterly basis, sufficient to reimburse NASA for the costs it has incurred for performing services through the date of the billing. The SSA Interagency Agreement (IAA) number must be cited on all IPAC submissions.

A copy of NASA's billing statement and all original supporting documentation will be attached to the performance transaction in G-Invoicing. At least quarterly, but no later than 30 days after an accountable event, NASA shall provide SSA with a performance report (e.g. a billing statement) that details all work performed to date. Additionally, at least quarterly, the parties will reconcile balances related to revenue and expenses for work performed under this Agreement.

SSA is responsible for the full reimbursement of all costs and expenses including, but not limited to, reimbursement of all federal salary (including overtime while on detail), agency benefit contributions, federal holidays, accrued compensatory time while on detail, and periods of paid leave taken while the detailee is on assignment to SSA.

The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this Agreement, e.g., "Financial Obligations," shall survive such expiration or termination of this Agreement.

VIII. MODIFICATION AND TERMINATION: Modifications to this Agreement must be in writing and agreed to by the parties. Either party may terminate this Agreement by providing 10 calendar days advance written notice to the other party. Upon termination, the Detailee will return to NASA.

IX. CONTACTS:

SSA Supervisor

Michael L. Russo

SSA

Chief Information Office

[REDACTED]@ssa.gov

AGENCY Supervisor

Darren Bossie

NASA

White House Liaison

[REDACTED]@nasa.gov

NASA Timekeeper

Michelle McNair

[REDACTED]@nasa.gov

X. INTEGRATION: This agreement and the accompanying FS Form 7600A and FS Form 7600B constitute the entire Agreement of the parties with respect to its subject matter. There have been no representations, warranties, or promises made outside of this Agreement. This Agreement shall take precedence over any other documents that may conflict with it.

- XI. AUTHORIZING SIGNATURES AND DATES:** 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 MOA.

Social Security Administration

NASA

Michael Russo

Digitally signed by Michael Russo
Date: 2025.03.06 16:29:12 -05'00'

Micheal L. Russo
Chief Information Officer

Darren Bossie

Digitally signed by Darren Bossie
Date: 2025.03.25 13:57:17 -04'00'

Darren Bossie
NASA

Date: _____

Date: **03/25/2025**

**FLORENCE
FELIX**

Digitally signed by FLORENCE FELIX
Date: 2025.03.06 16:44:53 -05'00'

Florence Felix Lawson
Deputy Commissioner for
Human Resources

Date: **3/6/25**

Special Government Employee Agreement

1. PURPOSE

The United States Social Security Administration (SSA) (Agency) enters into this Special Government Employee Agreement (Agreement) with **Employee 8** (SGE), whose home agency is the Office of Personnel Management (“OPM”), because, consistent with government-wide and presidential policy direction, Agency has an immediate and critical need for SGE’s expert consulting services. SGE is a non-reimbursable detailee to Agency from OPM.

2. AUTHORITIES

Agency is authorized to employ Special Government Employees pursuant to 18 U.S.C. § 202, 5 U.S.C. § 3109, and 5 C.F.R. part 304.

Legal authority for non-reimbursable details arises from decisions of the Comptroller General setting forth exceptions to the general rule that a non-reimbursable detail between Federal agencies constitutes a violation of the Purpose Statute (31 U.S.C. § 1301) by the loaning agency and an improper augmentation of appropriated funds by the gaining agency. Specifically, the Comptroller General recognizes the following two exceptions allowing non-reimbursable details: (1) “where they involve a matter similar or related to matters ordinarily handled by the loaning agency and will aid the loaning agency in accomplishing a purpose for which its appropriations are provided,” or (2) details that have a negligible impact on the loaning agency’s appropriations. See HHS Detail of Office of Community Services Employees, B-211373 (Mar. 20, 1985).

3. PERIOD OF AGREEMENT

- A. Once signed by all parties, this agreement is effective as of SGE’s first day working at Agency.
- B. SGE will perform the temporary duties described herein on either a full-time or intermittent basis, as determined by Agency and SGE. Agency acknowledges that SGE may be concurrently employed as an SGE with one or more other federal agencies, and that SGE’s aggregate number of days worked as an SGE may not exceed 130 days during any period of 365 consecutive days. The parties acknowledge that SGE’s first day worked as an SGE in a Federal agency commenced on January 24, 2025, which was the first day counted toward the 365 consecutive days. SGE will keep track of the number of days worked for each agency to ensure that SGE does not work as an SGE for more than a total of 130 days in the 365 consecutive day period.
- C. This Agreement may be terminated unilaterally by any party with 14 days prior written notice. The parties may, by agreement, terminate this Agreement at any time.
- D. This Agreement may be otherwise modified or extended at any time by consent of the parties.

4. TERMS AND CONDITIONS

- A. **COMPENSATION:** SGE agrees to perform the work for Agency without compensation. SGE has agreed in advance to waive any compensation for services rendered.
- B. **DUTIES:** SGE's duties and responsibilities will include but not be limited to:
- Analyze Agency software engineering, modern architecture and system design, project and team leadership, software delivery, security and site reliability engineering, data engineering, engineering management, and/or executive leadership expertise to champion and deliver modern technology.
 - Be responsible for a wide range of activities including debugging, software testing, and programming. Quickly adapt and learn by problem-solving within legacy systems and organizational constraints while working collaboratively for rapid prototyping. Assess the state of current projects in agencies and plans and/or lead interventions where major corrections are required.
 - Assist on IT projects including infrastructure, implementing safeguards to prevent fraud, and ensuring the integrity and success of these efforts.
 - Champion data strategies and build interoperability across other agencies as well as internal and external stakeholders.
 - Otherwise assist with IT modernization, the facilitation of operations, and efficiency to the Agency.
- C. **CONTROLS OVER WORK:** SGE will report to Agency leadership, including the Social Security Administration Commissioner or his designee for the duration of this Agreement.
- D. **TIMEKEEPING:** SGE will keep track of the 130-day time limit referenced in Paragraph 3 above. If SGE is concurrently employed as an SGE with more than one agency, SGE shall track the total number of days worked for all agencies. For example, if SGE works 4 hours for Agency on Monday and 4 hours for another agency on that same Monday, this counts as one day of the 130-day limit.
- E. **SUPPORT:** Agency will provide technical and operational support, office space, IT and other equipment, and administrative support for the duration of the Agreement. SGE will use only this Agency-approved support when performing work for Agency.

5. RULES, REGULATIONS, AND POLICIES

- A. SGE is subject to all Federal statutory and regulatory provisions applicable to Agency employees including but not limited to ethical and other standards of conduct, conflicts of interest, and limitations on political activity (18 U.S.C. §§ 203, 205, 207, and 208; 5 C.F.R. Parts 2635 and any Agency supplemental regulations; 5 U.S.C. §§ 7321 – 7326, 5

C.F.R. Parts 733 and 734), with the exception of those that do not apply to Special Government Employees.

- B. In accordance with 5 C.F.R. part 2634, Agency shall, to the extent necessary, determine and inform SGE of SGE's financial reporting requirements. If another Federal agency has already designated SGE as a reporter, Agency may request that said other agency provide a copy of SGE's report to Agency so Agency can assess whether there are any conflicts of interest that must be mitigated.
- C. Agency must ensure that SGE receives ethics training within 15 days of onboarding with Agency if SGE has not already had ethics training within the last 365 days.
- D. SGE will comply with governing statutes, regulations, and directives, including but not limited to Agency's Rules of Behavior, FISMA, FITARA, the Privacy Act, the Federal Acquisition Regulation, and the Trade Secrets Act.
- E. SGE will comply with applicable cybersecurity risk mitigation measures, as determined by Agency, and will not take any measures that create cybersecurity risks to systems.
- F. SGE will comply with all relevant federal, security, ethics, and confidentiality laws, regulations, and policies, including records management and information security requirements, when accessing systems.
- G. SGE will access data, information, and systems for only legitimate purposes consistent with the job duties and restrictions described herein.
- H. SGE will not access, or attempt to access, classified information without the proper security clearance and a need to know.
- I. SGE will comply with the requirements of the Privacy Act for systems that collect information on individuals, including, if necessary, publishing or amending Systems of Records Notices to adequately account for the information each system collects.
- J. Upon SGE's completion of work at Agency, SGE will handle data or information according to records retention law, litigation holds, and any other applicable requirements.
- K. SGE will, to the greatest extent possible, use the Agency's system documentation to understand how to use the data and information which is being accessed.
- L. SGE will have access, to the extent consistent with law, to data systems to enable SGE to perform the work described above. When performing work, SGE will be treated as an employee of Agency for purposes of data access.

6. LOCATION OF WORK ASSIGNMENT

SGE's work location shall be per direction of the Agency Supervisor.

Florence Felix-Lawson

2/26/2025

Name
Title Chief Human Capital Officer
The United States Social Security Administration

Date



Charles Ezell
Acting Director
Office of Personnel Management

2/26/25

Date

Employee 8
Special Government Employee

Date

**Memorandum of Understanding for Detail between
GSA and Social Security Administration**

**Non-Reimbursable Detail
Base Agreement**

The General Services Administration hereby enters into an agreement for the temporary detail of **Employee 10** from the Office of the Administrator at the General Services Administration to the Social Security Administration (SSA). This detail shall be made in accordance with the provisions set forth herein.

1. PURPOSE

This Memorandum of Understanding (MOU) outlines the agreement for **Employee 10** to participate in a detail to SSA for the purpose of assisting SSA in complying with the President's Executive Order, "Establishing and Implementing the President's Department of Government Efficiency" dated January 20, 2025.

2. SCOPE OF WORK/ASSIGNMENT

Employee 10 is a Special Government Employee and will be detailed from his/her present position as a Software Engineer (Consultant) with the Office of the Administrator at the General Services Administration to a set of duties with SSA.

A. Duties and Responsibilities of the Detailee

The Detailee's duties and responsibilities at SSA will include supporting the leadership team with the assessment and enhancement of internal processes and operational procedures, specifically, focusing on identifying inefficiencies and areas for improvement and ensuring that the administrative and programmatic functions align with the best practices for effectiveness and accountability.

B. Goals of the Detail Assignment:

The purpose of this role is to SSA with experienced engineering assistance by contributing specialized skills across various agency projects. The Detailee will contribute to SSA tasks as assigned. The incumbent will work with Agency leadership and leadership across the Government to achieve these objectives.

C. Controls over Work

The Detailee will report to SSA leadership for the duration of this assignment.

The Supervisor of **Employee 10** will be the Acting Commissioner.

3. DURATION, EXTENSION, AND TERMINATION OF ASSIGNMENT

- A. This assignment is for work not to exceed 130 days in a 365 day period (excluding federal holidays) from the Detailee's start date with GSA. Upon execution of the MOU,

SSA will begin the security clearance process, and the Detailee will receive a start date once clearance is received.

- B. This agreement may be amended, extended, or terminated by mutual written and signed consent of both parties, with reasonable notice to the Detailee. The desire for such activity by either GSA or SSA shall be declared in writing at least one month (30 calendar days) in advance of the effective date for such action, unless good cause exists for immediate termination.
- C. An extension must be documented as a written and signed amendment to this agreement and personnel action, as appropriate.
- D. At the conclusion of the detail, the Detailee will return to the position of record with GSA.
- E. The work week and hours of duty will be determined by SSA subject to applicable Federal regulations.

5. LEGAL AUTHORITY

The Economy Act, 31 U.S.C. §§ 1535 - 1536.

6. REIMBURSEMENT PROVISIONS:

The Detailee is working for GSA under a gratuitous services agreement. As a result, GSA is not incurring any costs and SSA will not be required to provide any reimbursement.

7. RULES, REGULATIONS, AND POLICIES:

- A. The Federal Tort Claims Act and any other Federal tort liability statutes shall apply to the Detailee.
- B. The rules and policies that govern the internal operation and management of SSA are applicable to the Detailee.
- C. Records Schedule. The Detailee agrees to preserve information worked on for the SSA in accordance with the Federal Records Act, SSA Records Schedule.
- D. Unauthorized disclosure of information. The Detailee will not disclose nonpublic information to outside parties without prior approval from SSA. If the Detailee improperly discloses non-public information, the GSA agrees to pursue appropriate steps. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. These definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

- E. Should travel be required in the performance of official duties during the detail, the Detailee will be reimbursed in accordance with the Federal Travel Regulations. Any costs associated with travel directed by SSA shall be paid by SSA.

8. ETHICS

The Detailee continues to be subject to the Federal statutory and regulatory provisions that govern ethical and other standards of conduct, conflicts of interest, and limitations on political activity (including 18 U.S.C. §§ 203, 205, 207, and 208, and 5 C.F.R. Parts 2635, and 5 U.S.C. §§ 7321 – 7326, 5 C.F.R. Part 733, and 5 C.F.R. Part 734).

For details in excess of 30 calendar days, the Detailee will be subject to any of SSA's applicable supplemental agency regulations rather than to any supplemental agency regulations of his or her employing agency. SSA will provide any necessary ethics training or guidance related to its supplemental agency regulations.

GSA will ensure that SSA's ethics officials are routinely provided with access to relevant information in the Detailee's financial disclosure report (if required to file). GSA ethics officials may also need to facilitate coordination with SSA's ethics officials to appropriately advise the Detailee of his or her ethics requirements.

GSA will continue to provide the Detailee with required ethics training.

9. SECURITY CLEARANCE:

The commencement of the detail is contingent upon the Detailee's successful adjudication and receipt of any necessary security clearances and other pre-employment screening required by SSA. If the Detailee is unable to obtain the required level of access prior to the detail or her access is suspended or revoked for any reason during the detail, SSA retains the right to immediately terminate the detail. GSA is not obligated to provide a replacement.

10. LOCATION OF WORK ASSIGNMENT:

The Detailee's work location shall be the 6401 Security Blvd, Woodlawn, Maryland

11. CONTACTS:

Gaining Supervisor: The Acting Commissioner

Home Agency Supervisor: Stephen Ehikian, Acting Administrator, GSA

12. SIGNATURES:



Stephen Ehikian
Acting Administrator
U.S. General Services Administration

2/18/2025

Date

FLORENCE FELIX

Digitally signed by FLORENCE
FELIX
Date: 2025.02.19 11:17:00 -05'00'

(Agency Approver)
Social Security Administration

Date

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN THE

DEPARTMENT OF LABOR (DOL)

AND THE

SOCIAL SECURITY ADMINISTRATION (SSA)

DOL-25-0018

I. PURPOSE

This MOU between DOL and SSA sets forth the terms and conditions governing the reimbursable detail of **Employee 3** (Detailee) from DOL to SSA.

II. BACKGROUND

Under this MOU, Detailee will be detailed to Social Security Administration's Office of the Commissioner.

The Detailee is currently DOL's Schedule C Policy Advisor assigned to the Office of the Assistant Secretary for Administration and Management. Detailee's responsibilities include:

- Providing software engineering, modern architecture and system design, project and team leadership, software delivery, security and site reliability engineering, data engineering, engineering management, and/or executive leadership expertise to champion and deliver modern technology.
- Being responsible for a wide range of activities including debugging, software testing, and programming. This includes quickly adapting and learning by problem-solving within legacy systems and organizational constraints while working collaboratively for rapid prototyping.
- Assessing the state of current projects in agencies; planning or leading interventions where major corrections are required.
- Assisting on IT projects including infrastructure, implementing safeguards to prevent fraud, and ensuring the integrity and success of these efforts.
- Championing data strategies and builds interoperability with other agencies as well as internal and external stakeholders.

III. RESPONSIBILITIES OF THE PARTIES TO THIS MOA:

A. DOL Responsibilities:

1. Authorize SSA to retain the Detailee's professional services for the term of this agreement.
2. Retain the Detailee's full time equivalent (FTE) and continue to pay the Detailee's salary and agency benefit contributions for the duration of the detail - including any extensions.
3. Transition the Detailee's work to another staff member during the detail.
4. Provide any transit subsidy benefits due the Detailee.
5. In accordance with DOL practices and procedures, validate the Detailee's reported hours and leave usage in DOL's time and attendance system during the detail and any extensions.
6. Retain the authority to authorize or deny any written requests by the Detailee to perform the duties of the detail assignment on federal holidays or in excess of 40 hours per week.
7. As needed, brief the Detailee on the contents of this MOU and any other applicable information.
8. As needed, maintain and update the Detailee's official personnel record.
9. Continue to be responsible for Detailee's performance evaluations.
10. Retain responsibility for processing the Detailee's payroll actions, including within-grade increases, pay adjustments, etc.

SSA Responsibilities:

1. In-process and out-process the Detailee.
2. Provide workspace (or allow telework), reasonable accommodation if applicable, and equipment (laptop, communication device, etc.) for the Detailee during the detail. The location of the assignment will be 6401 Security Blvd, Baltimore, MD 21235.
3. Provide technical, operational, and administrative support to the Detailee for all assigned activities.

4. Provide and pay for any training DOL requires the detailee to attend in order to carry out duties during the detail.
5. Reimburse the Detailee for any travel, per diem, and other related expenses that the Detailee incurs in connection with carrying out the duties of the detail if outside of Detailee's daily commute to and from the detail work location. Ensure the Detailee does not incur travel expenses that exceed the maximum amounts authorized by the Federal Travel Regulations in effect at the time of travel.
6. Determine and approve the Detailee's hours of duty and leave usage. Ensure the Detailee reports time and attendance to the SSA timekeeper prior to the end of each pay period.
7. Report the employee's time and attendance to DOL's timekeeper on a biweekly basis and advise DOL by 12:00 noon on the last Friday of every pay period of the hours worked and type and amount of any leave used during that period. The employee will not be permitted to perform the duties of the assignment on Federal holidays, or to work in excess of 40 hours per week, without permission from the employee's supervisor at DOL.
8. Establish performance requirements for the Detailee, and at DOL's request, provide written feedback to the Detailee's SSA supervisor for purposes of Detailee's performance evaluation during the term of the detail.
9. Ascertain and mitigate any conflict of interest or confidentiality protocols.
10. Obtain any security clearance required to perform the duties of the detail.
11. Recognize the Detailee's mandatory SSA employee trainings (e.g., EEO Process, NO FEAR Act, etc.) for which Detailee has already received certification of completion. Ensure the Detailee continues to take additional mandatory trainings required by DOL. Ensure the Detailee takes SSA-required trainings (IT security, etc.).
12. If a specific security clearance is required, this Agreement is contingent upon the employee's successful adjudication and receipt. SSA will be responsible for the costs of obtaining the security clearance.

Detailee's SSA Responsibilities

1. Evaluate the death information available on SSA's Numident record with death data available in "Do Not Pay" file and analyze any data differences. If necessary, offer recommendations for improvements;

2. Evaluate the death information available on SSA's Numident record with death data available in "Do Not Pay" file and analyze any data differences. If necessary, offer recommendations for improvements;
3. Review prior audits and studies concerning improvements to SSA's Numident death records and assess the current process used by SSA to obtain death information for SSA's programs and offer recommendations for improvement of the process by which information is obtained;
4. Prepare recommendations related to the duties above and, without using the active production system, provide examples of code improvements;
5. Conduct analysis of SSA payment data to reduce concerns improper payments. This will include analyzing data of SSA current payments to beneficiaries against other SSA records to identify potential improper payments; and
6. Data needed to perform the analysis will be SSA payment files sent to Treasury and potentially the Numident, Master Beneficiary Record (MBR), and Supplemental Security Record (SSR). Security controls will be implemented to prevent detailee from accessing or viewing sensitive data within any of these records.

In Performance of His Work, Detailee Shall:

1. Report to and be supervised by the Commissioner of the Social Security Administration or his or her designee when performing SSA work. In all circumstances, Detailee will comply with all instructions, rules, regulations, and restrictions of the supervising agency.
2. Not knowingly take any actions that undermine SSA's responsibilities under governing statutes, regulations, or directives, including but not limited to FISMA, FITARA, the Privacy Act, the Federal Acquisition Regulation, and the Trade Secrets Act.
3. Not knowingly take any measures that create cybersecurity risks to SSA systems.
4. Not knowingly access SSA systems in a manner that fails to comply with all relevant federal, security, ethics, and confidentiality laws, regulations, and policies, including SSA records management and information security requirements.
5. Not access, or attempt to access, classified information without proper security clearance.

6. Access SSA data, information, and systems for only legitimate purposes, including but not limited to IT modernization, the facilitation of SSA operations, and the improvement of Government efficiency.
7. Comply with the requirements of the Privacy Act for information that SSA collects on individuals, including, if necessary, publishing or amending Systems of Records Notices to adequately account for the information it collects.
8. With permission of the assigned SSA supervisor, securely destroy or erase copied SSA data or information when no longer needed for official SSA purposes. Prior to access, disclosure, and other handling of any personally identifiable information in SSA records, ensure permission from the assigned SSA supervisor for such action, to ensure authority exists for access, disclosure, or handling.
9. To the greatest extent possible, use the program agency system documentation to understand how to use the data and information which is being accessed.
10. Remains subject to the Standards for Ethical Conduct for Employees of the Executive Branch as noted by 5 C.F.R. Part 2635.
11. Is bound by any other laws and regulations applicable to Federal employees including, but not limited to, representations as attorney or agent for any person (18 U.S.C. Sections 203 and 205); political activity (Hatch Act, 5 U.S.C. Sections 7321-7326); financial conflicts of interest (18 U.S.C. Section 208); post-employment restrictions (18 U.S.C. Section 207); and salary supplementation prohibitions (18 U.S.C. Section 209);
12. Will be required to comply with all of the SSA's supplemental ethics regulations.

IV. AUTHORITY

The Economy Act (31 U.S.C.1535) allows Federal agencies to perform services for other Federal agencies if funds are available to pay for the services. All IAAs citing the Economy Act as statutory require the preparation and approval of a Determination and Findings (D&F) Statement (<https://aims.ba.ad.ssa.gov/interagency-and-reimbursable-agreements/interagency-agreements-work-performed-federal-agencies-ssa#fattachment>)

V. DURATION OF AGREEMENT/DETAIL

This reimbursable detail will commence on or around February 18, 2025, and shall not exceed one year. The employee will be given at least one-week notice before returning to the

organization of record. The parties may extend the Agreement for successive option periods. If the parties agree to extend the Agreement for optional periods, they will execute forms FS 7600 A and B manifesting said agreement on or before the start of the extension. The terms and conditions set forth in this Agreement will remain in effect during the option periods unless those terms and conditions are modified by the forms FS 7600 A and B and by other written MOA modification signed by the parties.

This MOA does not document the obligation of funds by which SSA will reimburse DOL. The parties will document the obligation of funds by executing FS Form 7600A and FS Form 7600B.

In the event of any lapse in federal funding, the Detailee will follow instructions issued by SSA. If SSA deems the Detailee's duties to be excepted, the Detailee may continue his work related to the detail. If SSA deems the Detailee's duties to be non-excepted, the Detailee will return to DOL and follow the instructions issued by DOL as they relate to his permanent position of record.

VI. FUNDING:

SSA agrees to transfer funds to DOL, in the form of progress or periodic payments, on at least a quarterly basis, up to the sum of \$ 71,000 to support DOL's activities under this Agreement.

DOL will collect funds from SSA through Treasury's G-Invoicing system, which will generate an Intra-Governmental Payment and Collection (IPAC), on a quarterly basis, sufficient to reimburse DOL for the costs it has incurred for performing services through the date of the billing.

At least quarterly, but no later than 30 days after an accountable event, DOL shall provide SSA with a performance report (i.e., a billing statement) that details all work performed to date. Additionally, at least quarterly, the parties will reconcile balances related to revenue and expenses for work performed under this Agreement.

VIII. MODIFICATION AND TERMINATION:

Modifications to this Agreement must be in writing and agreed to by the parties. Either party may terminate this Agreement by providing **30** days advance written notice to the other party. Upon termination, the Detailee will return to DOL.

This MOU may be modified without 30 days advance notice at the sole discretion of either the Servicing Agency or Requesting Agency in the event of a furlough, government shutdown, or other similar events, or to the extent necessary to comply with statutes, regulations, executive orders, etc.

IX. CONTACTS:

DOL Supervisor:

Troy Finnegan
Assistant Secretary for Administration and
Management
Office of the Secretary for Administration and

SSA Supervisor:

Mickie Tyquiengco
Executive Officer, OCIO
6401 Security Blvd, Baltimore MD, 21235
[REDACTED]

Management
U.S. Department of Labor
[REDACTED]

SSA Project Coordinator:

Mickie Tyquiengco
Executive Officer, OCIO
[REDACTED]

DOL Project Coordinator:

Tracey Schaeffer
Director, Office of Strategic Operations
[REDACTED]@dol.gov
[REDACTED]

SSA Accounting/Finance Contact:

Stephen Hull
Director, Office of Finance
[REDACTED]

DOL Accounting/Finance Contact:

Janice Blake-Green
200 Constitution Ave. NW, 20210
Rm S4030
[REDACTED]

X. INTEGRATION CLAUSE: This agreement and the accompanying FS Form 7600A and FS Form 7600B constitute the entire Agreement of the parties with respect to its subject matter. There have been no representations, warranties or promises made outside of this Agreement. This Agreement shall take precedence over any other documents that may conflict with it.

XI. DISPUTE RESOLUTION: Disputes related to this IAA shall be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 5, Intragovernmental Transaction (Intragovernmental Transaction Guide) available at <http://tfm.fiscal.treasury.gov/content/tfm/v1/p2/c470.html>

XII. AUTHORIZING SIGNATURES AND DATES: 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 Agreement.

Electronic Signature Acknowledgement: The signatories may sign this document electronically by using an approved electronic signature process. By signing this document electronically, the signatory agrees that the signature they provide has the same meaning and legal validity and effect as a handwritten signature.


Social Security Administration:

Michael L. Russo
Chief Information Officer

Signature: **Michael Russo**
Date: _____
 Digitally signed by Michael Russo
Date: 2025.02.22 09:56:18 -05'00'

U.S. Department of Labor:

Colton Duncan
White House Liaison

Signature: **COLTON DUNCAN**
Date: _____
 Digitally signed by COLTON DUNCAN (Affiliate)
Date: 2025.02.25 14:38:58 -05'00'

UNITED STATES GOVERNMENT
GENERAL TERMS & CONDITIONS (GT&C)
FS Form 7600A



Agreement Between Federal Program Agencies for Intragovernmental Reimbursable, Buy/Sell Activity. In Accordance with TFM Volume 1, Part 2, Chapter 4700, Appendix 8.

Required fields for the FS Form 7600A are denoted with an (*)

Additional fields required when an Agency transitions to G-Invoicing are denoted by a (G)

https://www.fiscal.treasury.gov/fsservices/gov/acctg/g_invoice/g_invoice_home.htm

NEW OR MODIFIED GT&C

General Terms and Conditions (GT&C) Number	G GT&C Number: A2408-028-011-066587	
	Requesting Agency (Buyer)	Servicing Agency (Seller)
	* Agency Agreement Tracking Number	* Agency Agreement Tracking Number SPEI25S007XXX
	G Modification Number: 0	
	G Status: Shared Draft	


AGENCY INFORMATION



		Requesting Agency (Buyer)	Servicing Agency (Seller)
1.	* Agency Name	Social Security Administration	Executive Office of the President
	* Group Name	OCIO IAA	United States Digital Services
	G Group Description	Systems Interagency Agreement	ITOR USDS
	G Document Inheritance Indicator	Yes	No
	* Agency Location Code (ALC)	28040001	11030001
	ALC Description	28040001 - 028 - SOCIAL SECURITY ADMINISTRATION - HQ - DIV. OF CENTRAL ACCTING OPERATIONS	11030001 - 011 - EXECUTIVE OFFICE OF THE PRESIDENT - OFFICE OF ADMINISTRATION, OCFO
	Subordinate Group		
	Cost Center		
	Business Unit		
	Department ID		

GT&C INFORMATION

2.	* GT&C Title	USDS OMB / SSA / RWA for CX modernization	
3.	G Order Originating Partner Indicator	Requesting Agency (Buyer)	
4.	* Agreement Period	Original Base/Current Modification	New/Proposed Modification
		Start Date (yyyy/mm/dd): 2024-10-01	Start Date (yyyy/mm/dd): 2024-10-01
		End Date (yyyy/mm/dd): 2025-09-30	End Date (yyyy/mm/dd): 2025-09-30
5.	Termination Days	30	
6.	* Agreement Type	Multiple Orders	

7.	* Advance Payment Indicator	Are Advance Payments allowed for this GT&C? <input checked="" type="radio"/> Yes <input type="radio"/> No *If Yes , the Servicing Agency Advance Payment Authority Title and Citation are required upon creation of an Order against this GT&C.
8.	* Assisted Acquisition Indicator	Will this GT&C accommodate Assisted Acquisitions? <input type="radio"/> Yes <input checked="" type="radio"/> No *If Yes , the Servicing Agency provides acquisition support in awarding and managing contracts on behalf of the Requesting Agency's requirements for products or services. Lines 17 & 18 below for additional detail.
ESTIMATED AGREEMENT AMOUNT		
9.	Total Direct Cost Amount	\$3,803,750.00
	Total Overhead Fees and Charges Amount	\$735,000.00
	* Total Estimated Amount	\$4,538,750.00
	^g Enforce Total Remaining Amount	Should G-Invoicing enforce the total value of orders to remain below the Total Amount on the GT&C? <input checked="" type="radio"/> Yes <input type="radio"/> No If Yes , G-Invoicing will not allow Order total to exceed the GT&C total.
ADDITIONAL AGREEMENT INFORMATION		
10.	Explanation of Overhead Fees and Charges	Reimbursement for services is to be provided on an actual cost basis. Actual costs include the salary and benefits for the team and any administrative costs incurred by the Servicing Agency as necessary to support the team's work.
11.	Requesting Scope	USDS will collaborate with the SSA CIO and Chief Transformation Officer in the placement of the USDS detailees at SSA. The USDS Administrator and USDS SSA Team Lead will discuss projects and the overall engagement with the SSA Chief Information Officer (CIO) and Chief Transformation Officer (CTrO) on an as needed basis and may adjust staffing allocations with the written agreement of SSA. During their detail, the USDS employees will serve as Digital Service Experts, with a team size equivalent to up to 15 FTEs.
12.	Requesting Roles	The USDS employees will serve as Digital Service Experts, with a team size equivalent to 15 FTEs. The detailees will support the design, delivery and implementation of customer-experience (CX) focused modernization initiatives.
13.	Servicing Roles	USDS will deploy its expertise in digital strategy, design, and agile methodologies to assist SSA in modernizing its systems and enhancing user experiences.
14.	Restrictions	N/A
15.	Assisted Acquisition Small Business Credit Clause	The Servicing Agency will allocate the socio-economic credit to the Requesting Agency for any contract actions it has executed on behalf of the Requesting Agency.
16.	Disputes	Disputes related to this GT&C and any related Orders shall be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 5; Intragovernmental Transaction (IGT) Guide, at http://tfm.fiscal.treasury.gov/content/tfm/v1/p2/c470.html
17.	Requesting Assisted Acquisitions	
18.	Servicing Assisted Acquisitions	N/A
19.	Requesting Clauses	Within G-Invoicing, SSA may use G-Invoicing Representative Approvers to ministerially approve agreements (GT&C and Orders). Please refer to the Approved PDF Agreement in the attachment section of this GT&C and any underlying Orders for SSA's official approval.
	Servicing Clauses	See attached MOA. The parties agree that if the Federal Government is operating

20.	under a continuing resolution (CR), the amount obligated under this agreement will only be available to cover the services performed and expenses incurred through the period of the CR. SSA's ability to obligate funds for services beyond the expiration of the CR is subject to the availability of funds in the subsequent funding measure for that fiscal year. When an annual appropriation act provides sufficient funding for an appropriation account to cover obligations incurred under the authority of the CR, any unpaid obligations will be charged to and paid from the applicable account established under the annual appropriation act.		
21.	Agency Additional Information	Requesting Agency (Buyer)	Servicing Agency (Seller)
MODIFY GT&C			
22.	Modification Date (yyyy/mm/dd):		
	Brief explanation required for modifying this GT&C:		
CLOSE GT&C			
23.	Closing Date (yyyy/mm/dd):		
	Brief explanation required for closing this GT&C:		
REJECT GT&C			
24.	Rejection Date (yyyy/mm/dd):		
	Brief explanation required for rejecting this GT&C:		
PREPARER INFORMATION			
25.	* Preparer Name	Sarah Mayfield-Paige	
	* Preparer Phone	[REDACTED]	
	* Preparer E-mail	[REDACTED]@ssa.gov	
AGREEMENT APPROVALS			
By signing this agreement, you authorize the General Terms and Conditions as stated, and that the scope of the work can be fulfilled. By signing, you agree to periodically review the terms and conditions of the agreement and make any necessary modifications to the GT&C and any affected Order(s).			
		Requesting Initial Approval (required)	Servicing Initial Approval (required)
26.	* Approver's Name	Dustin Brown	
	* Signature	 Dustin Brown Digitally signed by Dustin Brown Date: 2024.09.30 14:45:30 -04'00'	
	Title	Acting Chief of Staff	
	* E-mail	[REDACTED]@ssa.gov	
	* Phone		
	Fax		
	* Date (yyyy/mm/dd)	2024-09-30	
		Requesting Final Approval (required)	Servicing Final Approval (required)

27.	* Approver's Name	Dustin Brown	
	* Signature	Dustin Brown  Digitally signed by Dustin Brown Date: 2024.09.30 14:45:04 -04'00'	
	Title	Acting Chief of Staff	
	* E-mail	 @ssa.gov	
	* Phone		
	Fax		
	* Date (yyyy/mm/dd)	2024-09-30	

**UNITED STATES GOVERNMENT
ORDER FORM
FS FORM 7600B**



Agreement Between Federal Program Agencies for Intragovernmental Reimbursable, Buy/Sell Activity.

In accordance with TFM Volume 1, Part 2, Chapter 4700, Appendix 8.

<https://www.fiscal.treasury.gov/g-invoice>

G-Invoicing Required Fields have an (*)

NEW OR MODIFIED ORDER			
1.	*Order Number	Order Number: O2410-028-011-039179	
		Order Modification Number: 0	
2.	Order Status	Open	
3.	*General Terms & Conditions (GT&C) Number	A2408-028-011-066587	
4.	*Order Create Date	10/02/2024	
PARTNER INFORMATION			
5.	*Assisted Acquisition Indicator	No	
6.	*Period of Performance	Start Date: 10/01/2024	End Date: 09/30/2025
		Requesting Agency (Buyer)	Servicing Agency (Seller)
7.	*Agency Location Code (ALC)	28040001	11030001
8.	*Agency Name	SOCIAL SECURITY ADMINISTRATION - HQ - DIV. OF CENTRAL ACCTING OPERATIONS	EXECUTIVE OFFICE OF THE PRESIDENT - OFFICE OF ADMINISTRATION, OCFO
9.	Group Name	DCS IAA	United States Digital Services
10.	Cost Center		
11.	Business Unit		
12.	Department ID		
13.	Order Tracking Number	USDS-25-0003	SPEI25S007XXX
14.	Unique Entity ID		
15.	Funding Office Code (Buyer Only)		
16.	Funding Agency Code (Buyer Only)		

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17.	Comments	Within G-Invoicing, SSA may use Representative Approvers to ministerially approve agreements. Please refer to the Approved PDF Agreement in the attachment section of this Order for SSA's official approval.	USDS OMB / SSA / RWA for CX modernization.
AUTHORITY INFORMATION			
18.	*Statutory Authority Fund Type Code	Economy Act	
19.	Statutory Authority Fund Type Title	Economy Act	
20.	Statutory Authority Fund Type Citation	31 U.S.C. 1535	
		Requesting Agency (Buyer)	Servicing Agency (Seller)
21.	Program Authority Title		
22.	Program Authority Citation		
ADVANCE INFORMATION			
(Required by Servicing Agency if there is an advance.)			
23.	Advance Revenue Recognition Methodology	Other	
24.	Advance Revenue Recognition Description (required if "Other")	Billed in Advance pursuant to OMB Circular A-11, Section 130.21.	
25.	Advance Payment Authority Title	Economy Act	
26.	Advance Payment Authority Citation	31 USC 1535	
27.	Total Advance Amount	\$4,538,750.00	
DELIVERY INFORMATION			
(Requesting Agency completes this section.)			
28.	*FOB Point	Destination	
29.	Constructive Receipt Days	30 (Calendar Days) *Required if Destination/Other is checked on FOB Point Line.	
30.	Acceptance Point	Destination	
31.	Place of Acceptance		
32.	Inspection Point	Destination	
33.	Place of Inspection		
ORDER BILLING			
(Servicing Agency completes this section.)			
34.	*Billing Frequency	Other	
35.	Billing Frequency Explanation	Upon IPAC.	

AFSCME Case 000092

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ORDER BILLING

(Requesting Agency completes this section.)

36.	Priority Order Indicator	No
37.	Capital Planning and Investment control (CPIC)	No

LINE ITEM

L1		*Line Number	1
L1		Order Line Status	Active
L1		*Item Code	9999
L1		*Item Description	Miscellaneous Items
L1		*Line Costs Unit of Measure (UOM)	DO
L1		*Unit of Measure Description	Dollars, U.S.
L1		Total Line Costs	\$3,803,750.00
L1		Order Line Advance Amount	\$3,803,750.00
L1		Product/Service Identifier	
L1		*Capitalized Asset Indicator	False
L1		Item UID Required Indicator	
L1		*Type of Service Requirements	Severable

SCHEDULE SUMMARY

L1	S1	*Schedule Number	1
L1	S1	Advance Pay Indicator	Yes
L1	S1	*Cancel Status (schedule)	Active
L1	S1	*Schedule Unit Cost/Price	\$1.00
L1	S1	*Order Schedule Quantity	3,803,750.00
L1	S1	Order Schedule Amount	\$3,803,750.00

SCHEDULE FUNDING INFORMATION

			Requesting Agency (Buyer)								Servicing Agency (Seller)							
L1	S1	*Agency TAS	SP	ATA	AID	BPOA	EPOA	A	MAIN	SUB	SP	ATA	AID	BPOA	EPOA	A	MAIN	SUB
					028	2025	2025		8704	000			011	2025	2025		0036	000
L1	S1	*Agency Business Event Type Code	DISNGF								COLL							

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L1	S1	Object Class Code	25.3	25.3
L1	S1	Additional Accounting Classification		
L1	S1	*Description of Products and/or Services including Bona Fide Need for this order (Buyer Only)	SSA require digital expertise to modernize the critical processes that support the administration of the Social Security program.	

SLOA INFORMATION

*To capture Agency Internal Accounting

			Requesting Agency (Buyer)	Servicing Agency (Seller)
L1	S1	Accounting Classification Reference Number		
L1	S1	Reimbursable Flag		Reimbursable
L1	S1	Federal Award Identifier Number (FAIN)		
L1	S1	Unique Record Identifier (URI)		
L1	S1	Activity Address		
L1	S1	Budget Line Item		
L1	S1	Budget Fiscal Year	2025	
L1	S1	Security Cooperation (FMS)		
L1	S1	Security Cooperation Implementing Agency Code		
L1	S1	Security Cooperation Case Line Item Identifier		
L1	S1	Sub-Allocation		
L1	S1	Agency Accounting Identifier		
L1	S1	Funding Center Identifier	4001500	
L1	S1	Cost Center Identifier		
L1	S1	Project Identifier	PID 10258	
L1	S1	Activity Identifier	S4C-8	
L1	S1	Disbursing Identifier		
L1	S1	Cost Element Code		
L1	S1	Work Order Number		
L1	S1	Functional Area		

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L1	S1	Agency Security Cooperation Case Designator		
L1	S1	Parent Award Identifier (PAID)		
L1	S1	Procurement Instrument Identifier (PIID)		

SCHEDULE SHIPPING INFORMATION

(Requesting Agency completes this section.)

L1	S1	Ship To Address Identifier	
L1	S1	Ship To Agency Title	
L1	S1	Address 1	
L1	S1	Address 2	
L1	S1	Address 3	
L1	S1	Ship To City	
L1	S1	Ship To Postal Code	
L1	S1	Ship To State	
L1	S1	Ship To Country	
L1	S1	Ship To Location Description	
L1	S1	Delivery/Shipping Information for Product Special Shipping Information	
L1	S1	Delivery/Shipping POC Name	
L1	S1	Delivery/Shipping Information for Product POC Title	
L1	S1	Delivery/Shipping Information for Product POC E-mail Address	
L1	S1	Delivery/Shipping Information for Product POC Telephone Number	
			</

AFSCME Case 000095

L1	S1	Agency Additional Information	<p>Subject to the Availability of Funds.</p> <p>The parties agree that if the Federal Government is operating under a continuing resolution (CR), the amount obligated under this agreement will only be available to cover the services performed and expenses incurred through the period of the CR. SSA's ability to obligate funds for services beyond the expiration of the CR is subject to the availability of funds in the subsequent funding measure for that fiscal year. When an annual appropriation act provides sufficient funding for an appropriation account to cover obligations incurred under the authority of the CR, any unpaid obligations will be charged to and paid from the applicable account established under the annual appropriation act.</p>
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LINE ITEM

L2		*Line Number	2
L2		Order Line Status	Active
L2		*Item Code	9999
L2		*Item Description	Overhead Fees
L2		*Line Costs Unit of Measure (UOM)	DO
L2		*Unit of Measure Description	Dollars, U.S.
L2		Total Line Costs	\$735,000.00
L2		Order Line Advance Amount	\$735,000.00
L2		Product/Service Identifier	
L2		*Capitalized Asset Indicator	False
L2		Item UID Required Indicator	
L2		*Type of Service Requirements	Severable

SCHEDULE SUMMARY

L2	S1	*Schedule Number	1
L2	S1	Advance Pay Indicator	Yes
L2	S1	*Cancel Status (schedule)	Active
L2	S1	*Schedule Unit Cost/Price	\$1.00

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L2	S1	*Order Schedule Quantity	735,000.00															
L2	S1	Order Schedule Amount	\$735,000.00															
SCHEDULE FUNDING INFORMATION																		
			Requesting Agency (Buyer)								Servicing Agency (Seller)							
L2	S1	*Agency TAS	SP	ATA	AID	BPOA	EPOA	A	MAIN	SUB	SP	ATA	AID	BPOA	EPOA	A	MAIN	SUB
					028	2025	2025		8704	000			011	2025	2025		0036	000
L2	S1	*Agency Business Event Type Code	DISNGF								COLL							
L2	S1	Object Class Code	25.3								25.3							
L2	S1	Additional Accounting Classification																
L2	S1	*Description of Products and/or Services including Bona Fide Need for this order (Buyer Only)	SSA require digital expertise to modernize the critical processes that support the administration of the Social Security program.															
SLOA INFORMATION																		
*To capture Agency Internal Accounting																		
			Requesting Agency (Buyer)								Servicing Agency (Seller)							
L2	S1	Accounting Classification Reference Number																
L2	S1	Reimbursable Flag									Reimbursable							
L2	S1	Federal Award Identifier Number (FAIN)																
L2	S1	Unique Record Identifier (URI)																
L2	S1	Activity Address																
L2	S1	Budget Line Item																
L2	S1	Budget Fiscal Year	2025															
L2	S1	Security Cooperation (FMS)																
L2	S1	Security Cooperation Implementing Agency Code																
L2	S1	Security Cooperation Case Line Item Identifier																
L2	S1	Sub-Allocation																
L2	S1	Agency Accounting Identifier																
L2	S1	Funding Center Identifier	4001500															

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L2	S1	Cost Center Identifier		
L2	S1	Project Identifier	PID 10258	
L2	S1	Activity Identifier	S4C-8	
L2	S1	Disbursing Identifier		
L2	S1	Cost Element Code		
L2	S1	Work Order Number		
L2	S1	Functional Area		
L2	S1	Agency Security Cooperation Case Designator		
L2	S1	Parent Award Identifier (PAID)		
L2	S1	Procurement Instrument Identifier (PIID)		

SCHEDULE SHIPPING INFORMATION

(Requesting Agency completes this section.)

L2	S1	Ship To Address Identifier	
L2	S1	Ship To Agency Title	
L2	S1	Address 1	
L2	S1	Address 2	
L2	S1	Address 3	
L2	S1	Ship To City	
L2	S1	Ship To Postal Code	
L2	S1	Ship To State	
L2	S1	Ship To Country	
L2	S1	Ship To Location Description	
L2	S1	Delivery/Shipping Information for Product Special Shipping Information	
L2	S1	Delivery/Shipping POC Name	
L2	S1	Delivery/Shipping Information for Product POC Title	
L2	S1	Delivery/Shipping Information for Product POC E-mail Address	
L2	S1	Delivery/Shipping Information for Product POC Telephone Number	

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			Requesting Agency (Buyer)	Servicing Agency (Seller)
L2	S1	Agency Additional Information	<p>Subject to the Availability of Funds.</p> <p>The parties agree that if the Federal Government is operating under a continuing resolution (CR), the amount obligated under this agreement will only be available to cover the services performed and expenses incurred through the period of the CR. SSA's ability to obligate funds for services beyond the expiration of the CR is subject to the availability of funds in the subsequent funding measure for that fiscal year. When an annual appropriation act provides sufficient funding for an appropriation account to cover obligations incurred under the authority of the CR, any unpaid obligations will be charged to and paid from the applicable account established under the annual appropriation act.</p>	

CLOSE ORDER

38.	Closing Date	
	Closing Comments	

REJECT ORDER

39.	Reject Date	10/02/2024
	Reject Comments	Please update to include two lines, one for direct costs and the second for overhead costs.

AGENCY POINTS OF CONTACTS (POC)

		Requesting Agency (Buyer)	Servicing Agency (Seller)
40.	*Agency POC Name	Sheree Myers	Ariana Tuckey
	*Agency POC E-mail	██████████@ssa.gov	██████████@omb.eop.gov
	*Agency POC Phone No	██████████	██████████
	Agency POC Fax No		

AGREEMENT APPROVALS**Funding Official**

The Funds Approving Officials, as identified by the Requesting Agency and Servicing Agency, certify that the funds are accurately cited and can be properly accounted for per the purposes set forth in the Order. The Requesting Agency Funding Official signs to obligate funds. The Servicing Agency Funding Official signs to start the work, and to bill, collect, and properly account for funds from the Requesting Agency, in accordance with the agreement.

		Requesting Agency (Buyer)	Servicing Agency (Seller)
41.	*Funding Official Name	Natalia Maltsev	BRIAN GILLIS
	*Signature	Electronic Approval On File	Electronic Approval On File
	Funding Official Title	Representative Approver on behalf of Marcela Escobar-Alava	Budget Officer

AFSCME Case 000099

	*Funding Official E-mail	██████████@ssa.gov	██████████@omb.eop.gov
	*Funding Official Phone No	██████████	██████████
	Funding Official Fax No		
	Funding Official Date Signed	10/02/2024	10/09/2024

Program Official

The Program Officials, as identified by the Requesting Agency and Servicing Agency, must ensure that the scope of work is properly defined and can be fulfilled for this order. The Program Official may or may not be the Contracting Officer depending on each agency's IAA business process.

		Requesting Agency (Buyer)	Servicing Agency (Seller)
42.	*Program Official Name	Natalia Maltsev	SARAH SPOONER
	*Signature	Electronic Approval On File	Electronic Approval On File
	Program Official Title	Representative Approver on behalf of Marcela Escobar-Alava	AD MOD
	*Program Official E-mail	██████████@ssa.gov	██████████@omb.eop.gov
	*Program Official Phone No	██████████	██████████
	Program Official Fax No		
	Program Official Date Signed	10/02/2024	10/09/2024

AGENCY PREPARER INFORMATION

		Requesting Agency (Buyer)	Servicing Agency (Seller)
43.	*Name	██████████	██████████
	*Phone No	██████████	██████████
	*E-mail Address	██████████@ssa.gov	██████████@omb.eop.gov

ATTACHMENTS

Name	File Alias	Uploaded By	Date/Time
7600B USDS- 25-0003 - 9.30.202 4.pdf		██████████	10/02/2024 11:44 AM



Executive Office of the President
Office of Management and Budget
U.S. Digital Service



Terms and Conditions for Reimbursable Work

Social Security Administration

BACKGROUND

This document establishes the Terms and Conditions for reimbursable work by the United States Digital Service (USDS) of the Office of Management (OMB), for the Social Security Administration (SSA). When referred to collectively, USDS and SSA are referred to as the “Parties.”

USDS was created in August 2014 as a new unit within OMB to fundamentally change the way the Federal Government buys, builds, and deploys technology and digital services to the public. Since then, USDS has recruited and hired more than 700+ top-notch technologists, including designers, engineers, product managers, data scientists, to help tackle the most challenging technology implementation problems across the government, while simultaneously building capacity within agencies. This collaborative approach fosters sustainable growth and resilience, enabling agencies to adapt effectively to the constantly evolving technological landscape.

USDS hires individuals for two-year, term-limited positions using a “tour of duty” model that emphasizes flexibility and dynamic project engagement. USDS employees are regularly detailed to agencies for specific projects and then back to USDS, to be detailed to another agency as needed. Consequently, the number of USDS employees detailed to SSA may fluctuate throughout the year, reflecting changes in hiring dynamics and evolving project requirements.

Social Security provides financial protection for the nation’s people, supporting Americans throughout all of life’s journeys. SSA administers retirement, disability, survivor, and family benefits, and enrolls individuals in Medicare. SSA also provides Social Security Numbers, which are unique identifiers needed to work, handle financial transactions, and determine eligibility for certain government services. SSA is headed by a Commissioner and has a staff of almost 60,000 employees. SSA’s central office is located in Baltimore, Maryland. The field organization, which is decentralized to provide services at the local level, includes 10 regional offices, 6 processing centers, and approximately 1,230 field offices. There are 2 additional processing centers in the central office.

PURPOSE

These Terms and Conditions establish a collaborative framework between USDS and SSA, cultivating a partnership to harness technology and design to deliver better Government services to the American public. This agreement documents the detail of a team of USDS employees to SSA on a reimbursable basis. Through this agreement, USDS aims to deploy its expertise in digital strategy, design, and agile methodologies to assist SSA in modernizing its systems and enhancing customer experiences, with the understanding that providing USDS with flexibility across operational aspects is pivotal in enabling the SSA to effectively fulfill its mission on a broader scale.

AUTHORITY

This agreement is authorized by: The Economy Act, 31 U.S.C. § 1535, which provides that an agency may place an order with a major organizational unit within the same agency or another agency for goods or services if: (A) amounts are available; (B) the ordering agency decides the order is in the best interest of the United States Government; (C) the agency to fill the order is able to provide or get by contract the ordered goods or services; and (D) the agency decides ordered goods or services cannot be provided by contract as conveniently or cheaply by a commercial enterprise (payments must be made on the basis of the actual cost of goods or services provided).

PERIOD OF AGREEMENT

The terms and conditions described are effective from October 1, 2024, through September 30, 2025, subject to the availability of appropriations. The parties may extend this agreement through a written, signed modification. The USDS employees will work for SSA for an estimated 40 hours per week during the period of the agreement.

SCOPE OF WORK

USDS will collaborate with the SSA CIO and Chief Transformation Officer in the placement of the USDS detailees at SSA. The USDS Administrator and USDS SSA Team Lead will discuss projects and the overall engagement with the SSA Chief Information Officer (CIO) and Chief Transformation Officer (CTrO) on an as needed basis and may adjust staffing allocations with the written agreement of SSA.

During their detail, the USDS employees will serve as Digital Service Experts, with a team size equivalent to up to 15 FTEs. The detailees will support the design, delivery and implementation of customer-experience (CX) focused modernization initiatives which may include, but are not limited to, the following:

- Provide leadership and technical execution of best practices in service design and delivery of SSA services.
- Work across SSA components to implement the approach of discovery, prioritization, and piloting of new/updated services in moving towards an omnichannel experience for customers and SSA employees.
- Build a foundation of improved data analysis (MI and BI) and meaningful understanding of SSA systems towards a data-informed modernization strategy.
- Assist with increasing technology talent at SSA to sustain efforts launched by USDS and promote human-centered design methodology for addressing internal and external priorities.
- Work with SSA to assist on projects and infrastructure. Liaise with stakeholders to set priorities, resolve issues, and ensure the design and delivery of best-in-class digital services to SSA and its users.
- Support the use of modern product management, design, data science, procurement, and engineering methodologies to further the modernization of SSA information technology (IT) and digital services.
- Provide technical and subject matter leadership to SSA to acquire shared tools and services to address technical issues, and CX as well as employee experience (EX) challenges.
- Give advice and instruction to SSA personnel on digital service solutions and IT needs, business processes, and policy.
- Adapt policies, goals, and objectives and establish short, intermediate, and long-range plans to anticipate and meet mission objectives.
- Consult and conduct research with customers and SSA employees to evaluate adaptability of services and recommend proposals for system changes.
- Coordinate IT program activities with stakeholders, ensuring seamless integration of program elements with ongoing policy, leadership, and service delivery operations.

- Design and implement solutions to process address changes in SSA systems more efficiently and seamlessly for customers and SSA employees.
- Engage in communication and outreach to appropriate internal and external organizations.
- Transfer knowledge, implement best practices in technology and project management, and assist SSA in the recruiting and hiring of technologists to ensure sustainable improvements long after the detailees' direct involvement ends.
- Assist with building digital services capacity at SSA by providing technical and subject-matter expertise in hiring initiatives.

FUNDING

This Terms and Conditions document does not constitute an obligation of funds by either Party. The work to be performed is funded by a separate Inter-Agency Agreement between USDS/OMB and SSA. USDS is seeking reimbursement for up to 15 FTEs, with projected costs outlined in the accompanying chart. This breakdown includes salaries and benefits and travel costs, and an applied overhead rate of 20 percent¹ to ensure the efficient deployment of the team and the sustainment of necessary tools. USDS will conduct quarterly reconciliations to update the list of employees covered under this agreement, along with any required financial data. These reviews will reflect staffing adjustments inherent to USDS's "tour of duty" model. USDS will promptly backfill departing staff to maintain operational continuity and ensure uninterrupted progress on project work. However, in the event that there is a delay in backfilling departing staff, these reviews will identify potential underburn, and any unexpended resources will be promptly returned to SSA.

Line Item	Amount
Salaries & Benefits	\$3,675,000
Travel	\$150,000
User Research Participant Incentives	\$3,750
Overhead	\$735,000
Total	\$4,538,750

ADDITIONAL TERMS

All parties acknowledge:

- Detailees will maintain coverage under Federal retirement, group health benefits, and life insurance during the detail; detailees' shares of costs for such coverage continue to be withheld from salary.
- Detailees will continue to accrue annual and sick leave.
- SSA will provide new e-mail account information and any necessary devices for work performed in support of SSA.
- The Executive Office of the President will maintain existing email account information and any necessary devices to allow detailees to retain access to their OMB e-mail, tools, and assets.
- The USDS team will operate in a remote and hybrid mode with travel for onsite work, research, and collaboration as needed.

¹ Overhead is calculated using the portion of USDS's full indirect costs that are necessary to support projects. The indirect costs used in the calculation are the actual costs from the most recently completed fiscal year.

- The USDS team, led by the Team Lead, will function as a unified cooperative, and define projects in collaboration with SSA.
- The USDS team reserves the right to abstain from a project after discussions and alignment with SSA.
- This agreement is strictly for internal management purposes for each of the parties. This agreement shall not be construed to provide a private right or cause of action for or by any person or entity.

OMB/USDS will:

- Maintain personnel records for the detailees, including official time and attendance and formal annual and mid-year performance evaluations as applicable, per OMB/USDS policy.
- Manage detailees' leave requests. Leave requests by the detailees will be made to and recorded by USDS. Detailees will communicate leave with the relevant SSA stakeholders and executives to ensure business continuity.
- Maintain the employees' security clearance.
- For administrative purposes, continue to be the supervisor of record for the USDS employees, to include maintaining their official time and attendance records.
- Promptly notify and coordinate with SSA and SSA Office of General Counsel if any work in this matter becomes the subject of a request for information (such as under the Freedom of Information Act or by the media) or any oversight inquiry from, for example, a Congressional committee, any federal Office of Inspector General, or the Government Accountability Office (GAO).

SSA will:

- Provide all necessary identification to allow access and communications in a priority manner, to include badges, phones, e-mail account, computers, network access, and permissions for detailees to complete work for SSA. This access includes enabling the employee to access and store SSA sensitive data on SSA networks. For each detailee, this includes a laptop computer or ThinClient that connects to the SSA IT network and an SSA email address.
- Ascertain and mitigate any conflicts of interest or confidentiality protocols during the detail.
- Provide written input for the detailees' performance evaluations and other feedback, as applicable.
- Provide technical and operational support to the detailees for all SSA activities related to this detail.
- Cover any travel or training expenses required by SSA to achieve the detail objectives.
- Maintain records for the employee, including all project-related documents that must be maintained pursuant to the Federal Records Act and SSA policy.
- Create a process by which SSA will: (1) review any final project-related documents created by the detailees that may contain legally protected PII, and (2) inform the detailees of any information in those documents that SSA considers legally protected.
- Promptly notify and coordinate with USDS and OMB's Office of General Counsel if the detailees' work in this matter becomes the subject of a request for information (such as under the Freedom of Information Act or by the media) or any oversight inquiries from, for example, a Congressional committee, any federal Office of Inspector General, or the Government Accountability Office (GAO).

Detailees will:

- Complete work identified in this agreement.
- In performing work for SSA, function under the guidance and support of the SSA CIO and CTRo. Detailees will remain under the administrative control of the USDS supervisor.
- Advise the USDS timekeeper of any leave taken during the detail.
- The Executive Office of the President will maintain existing email account information and any necessary devices to allow detailees to retain access to their OMB e-mail, tools, and assets.

- For PII and sensitive SSA records, refrain from using their OMB e-mail accounts, phones, information, and records during the detail consistent with OMB's Acceptable Use Policy and Records Policy and the PITC User Agreement, attached.
- Complete OMB's mandatory records management training at <https://eop.usalearning.net/>, certify completion by e-mailing a copy of the certificate of completion to [REDACTED] in the Management and Operations Division, and attend a briefing by [REDACTED] prior to OMB's signing this agreement.
- Within 30 days of beginning work for SSA, attend a briefing by SSA on SSA records management policies and practices and any other required training specific to the employees' duties.
- In performing work for SSA, follow all SSA information security, records, and related requirements, such as any requirements specified in SSA information security training and rules of behavior agreements.
- Appropriately mark as "PREDECISIONAL/DELIBERATIVE/PRIVILEGED" documents created by them under this agreement that contain opinions, analysis, or ideas exchanged as part of a process that might lead to a final policy or operational decision by SSA.

SSA acknowledges that:

- Any opinions, recommendations, reports, summaries, or other work product provided by the USDS employee to SSA as part of this engagement will not have been reviewed or approved by OMB offices or officials outside USDS. Such work product therefore will not represent a final or official position of OMB as to any question of law or policy.
- SSA has the ultimate authority and responsibility to make decisions regarding acquisition of services for SSA and to make legal determinations relevant thereto. Any opinions, recommendations, or other views expressed by the USDS employee to SSA on that subject are, therefore, necessarily pre-decisional and deliberative.

SECURITY CLEARANCE

This agreement is contingent upon the successful adjudication and receipt of any security clearances for the employee required by SSA.

CONTACT INFORMATION

SSA POC		USDS POC	
NAME	Betsy Beaumon	NAME	Erica Evans
ADDRESS	Social Security Administration 6401 Security Blvd Baltimore, MD 21235	ADDRESS	U.S. Digital Service, OMB, EOP 736 Jackson Place Washington DC 20503
EMAIL	[REDACTED]@ssa.gov	EMAIL	[REDACTED]@omb.eop.gov
PHONE		PHONE	[REDACTED]

Amendment to the Terms and Conditions for Reimbursable Work USDS and SSA

PURPOSE

This Amendment modifies and supplements the attached Terms and Conditions for Reimbursable Work (“Agreement”) between the Social Security Administration (“SSA”) and the United States DOGE Service (“USDS”), formerly the United States Digital Service, effective October 1, 2024, to the extent specified herein. This Amendment shall be effective on February 19, 2025.

MODIFICATION OF TERMS

The Parties agree to modify the terms of the Agreement as follows:

1. The “Period of Agreement” shall be modified to reflect that the agreement expires on July 4, 2026. The statement that USDS employees shall work “for an estimated 40 hours per week” for SSA shall be modified to state that they shall work for SSA “as needed.”
2. The bullet in “Additional Terms” stating “The USDS team will operate in a remote and hybrid mode with travel for onsite work, research, and collaboration as needed.” is hereby deleted.
3. The bullet in “Additional Terms” stating “The USDS team, led by the Team Lead, will function as a unified cooperative, and define projects in collaboration with SSA.” is hereby deleted.
4. The phrase “OMB” is struck and modified as necessary to reflect that USDS is no longer located within OMB.
 - Maintain personnel records for the detailees, including official time and attendance and formal annual and mid-year performance evaluations as applicable, per OMB/USDS policy.
5. This sentence: “For PII and sensitive SSA records, refrain from using their OMB e-mail accounts, phones, information, and records during the detail consistent with OMB’s Acceptable Use Policy and Records Policy and the PITC User Agreement, attached.” is modified as follows:
 - “For PII and other sensitive SSA records, refrain from using their USDS or other non-SSA e-mail accounts, computers, phones, or other assets during the detail.”
6. This sentence: “Complete OMB’s mandatory records management training at <https://eop.usalearning.net/>, certify completion by e-mailing a copy of the certificate of completion to Andrea Shahmohammadi in the Management and Operations Division, and attend a briefing by Ms. Shahmohammadi prior to OMB’s signing this agreement.” is modified as follows:
 - “Complete mandatory records management training and any other records, ethics, cyber, or related briefing or training as specified by the SSA Commissioner or his or her designee.”

7. Each use of the phrase “OMB” in the paragraph beginning “SSA acknowledges that” is hereby struck and replaced with the phrase “USDS”.

SUPPLEMENTAL TERMS

Notwithstanding the terms of the Agreement, the Parties agree to the following:

1. In addition to reimbursable details, details may also be on a non-reimbursable basis for unpaid employees. The legal authority for any non-reimbursable details arises from decisions of the Comptroller General setting forth exceptions to the general rule that a non-reimbursable detail between Federal agencies constitutes a violation of the Purpose Statute (31 U.S.C. § 1301) by the loaning agency and an improper augmentation of appropriated funds by the gaining agency. Specifically, the Comptroller General recognizes the following two exceptions allowing non-reimbursable details: (1) “where they involve a matter similar or related to matters ordinarily handled by the loaning agency and will aid the loaning agency in accomplishing a purpose for which its appropriations are provided,” or (2) details that have a negligible impact on the loaning agency’s appropriations. See HHS Detail of Office of Community Services Employees, B-211373 (Mar. 20, 1985).
2. The Scope of Work also includes, but is not limited to, increasing efficiency and the modernization of SSA IT infrastructure and systems, and detecting waste, fraud, and abuse.
3. Detailees will:
 - Report to and be supervised by the Commissioner of the Social Security Administration or his or her designee when performing SSA work. In all circumstances, Detailees will comply with all instructions, rules, regulations, and restrictions of the supervising agency.
 - Not knowingly take any actions that undermine SSA’s responsibilities under governing statutes, regulations, or directives, including but not limited to FISMA, FITARA, the Privacy Act, the Federal Acquisition Regulation, and the Trade Secrets Act.
 - Not knowingly take any measures that create cybersecurity risks to SSA systems.
 - Not knowingly access SSA systems in a manner that fails to comply with all relevant federal, security, ethics, and confidentiality laws, regulations, and policies, including SSA records management and information security requirements.
 - Not access, or attempt to access, classified information without proper security clearance.
 - Access SSA data, information, and systems for only legitimate purposes, including but not limited to IT modernization, the facilitation of SSA operations, and the improvement of Government efficiency.
 - Comply with the requirements of the Privacy Act for information that SSA collects on individuals, including, if necessary, publishing or amending Systems of Records Notices to adequately account for the information it collects.
 - With permission of the assigned SSA supervisor, securely destroy or erase copied SSA data or information when no longer needed for official SSA purposes. Prior to access, disclosure, and other handling of any personally identifiable information in SSA records, ensure permission from the assigned SSA supervisor for such action, to ensure authority exists for access, disclosure, or handling.
 - To the greatest extent possible, use the program agency system documentation to understand how to use the data and information which is being accessed.

SIGNATURES

Authorization of this Amendment:

Florence Felix-Lawson /s/

2/20/25

Florence Felix-Lawson
Chief Human Capital Officer
Social Security Administration

Date

2/20/2025

Amy Gleason
Acting Administrator
United States DOGE Service

Date

Access Certifications Tab

Created by [REDACTED], last updated on Mar 17, 2025 • 2 minute read

What are Access Certifications?

Access Certifications replaced the Triennial Certification (TEC) function in April, 2022.

Access Certifications enable Supervisors to certify or revoke access. Certifications run approximately every 30 days on the first Monday of each month from April through January; however, this may change slightly based on holidays or other scheduling needs. Supervisors will have a 45-day window to review certifications. For more information, please see the [Access Certifications Schedule](#).

During each review period:

- Only a limited number of certifications will be available for review each time.
- Many contractors have a profile that provides no access; those contractors will not need to be reviewed.
- You will receive multiple reminders that you must certify or revoke access certifications. If you do nothing, the system will automatically revoke any accesses not certified on the 45th day. To regain access, the user must submit a SAM request.

SAM will capture a record of all certifications.

Mandate

Like TEC, Access Certifications follows Federal Information Security Management Act (FISMA) and Social Security Administration (SSA) policy that requires access to SSA information systems be reviewed periodically to ensure adherence to the principles of “least privilege” and “need to know.”

Responsible Parties

Supervisors or their delegates must periodically certify – monthly or as certifications become available – the accesses permitted to their employees, employees of other agencies, business partners, agents, and any other individual operating on behalf of the agency.

Delegates must have sufficient knowledge to perform employee certification. Following the information security principle of separation of duties, a manager cannot designate security staff, including Component Security Officers (CSOs) to perform certification.

Access Certification Steps

To certify access, Supervisors determine if that assigned access is appropriate to the jobs position and assigned duties.

- i** If you are unsure of what access the profiles provide, contact the security personnel (such as Information Security Officers (ISOs), Center for Security and Integrity (CSI) personnel, and Top Secret Administrators/Local Security Officers (TSAs/LSOs) in your area for assistance.

Audience

This SAM function is for:

- Users (Employees or Contractors)
- SSA Supervisors

Additional Support Options

For questions or issues not covered in the documentation or [FAQs](#), please contact the HSPD-12 Help Desk at [REDACTED]

Related Topics

If you are a Supervisor, you can certify or revoke access. If you are a user, you can confirm or change your Supervisor. For more information, select a link below.

- [Access Certifications Training](#)
- [Supervisor Actions](#)
 - [Certify or Revoke Access](#)
 - [Reassign an Access Certification](#)
 - [Filter Access Certifications](#)
 - [Update or Select Supervisor - Supervisor Steps](#)
 - [Worklist Clusters](#)
- [User Actions](#)
 - [Update or Select Supervisor - User Steps](#)
- [Access Certifications Schedule](#)



For separation of duties, certifiers are not allowed to review and certify their own access. The certification of the certifier's access is the responsibility of the certifier's Supervisors.

most_visited

sam_search

Office of Information Security (OIS)

Account Type Matrix Guideline




Version 3.8
September 30, 2024, 2024

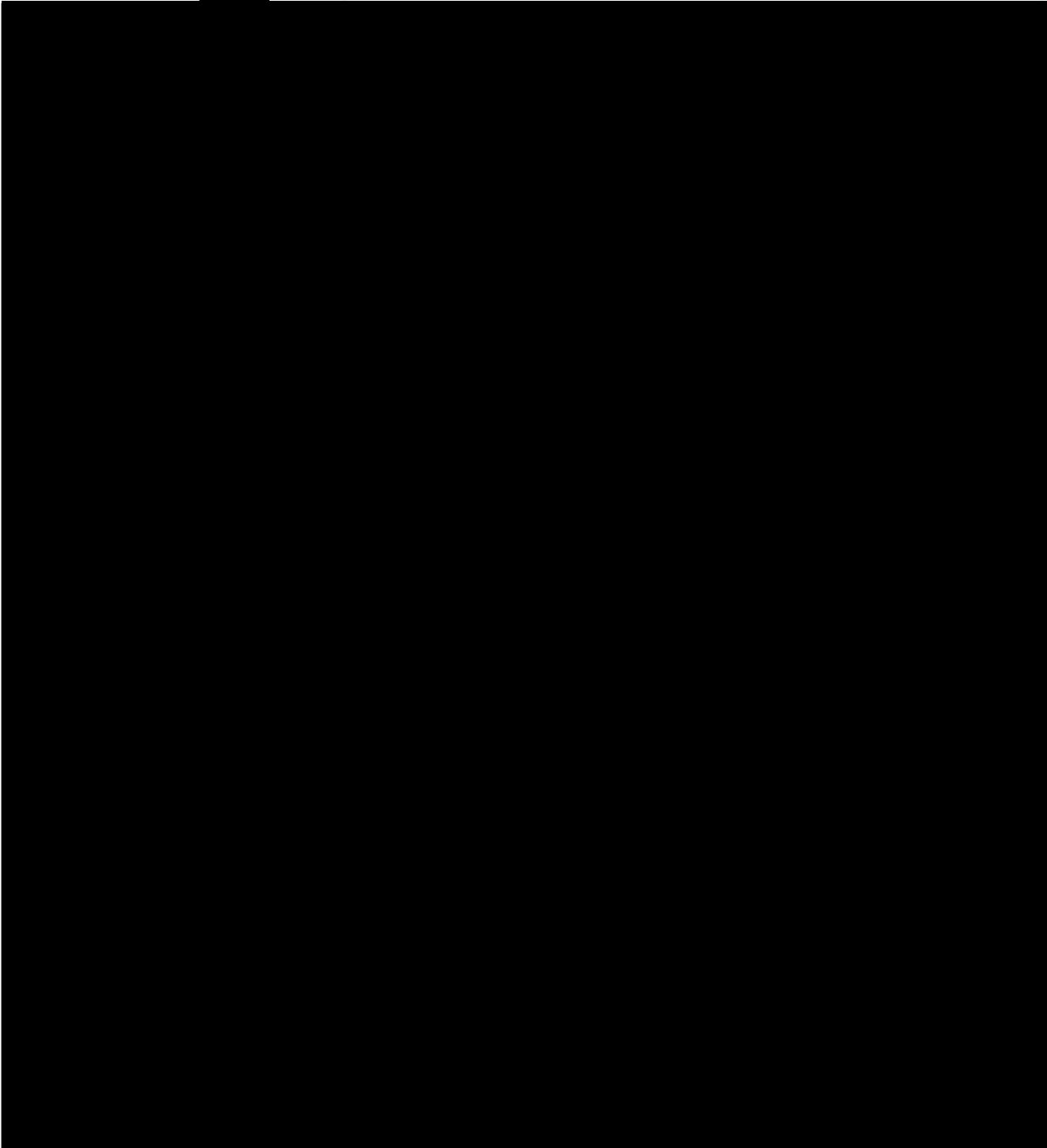
Revision History

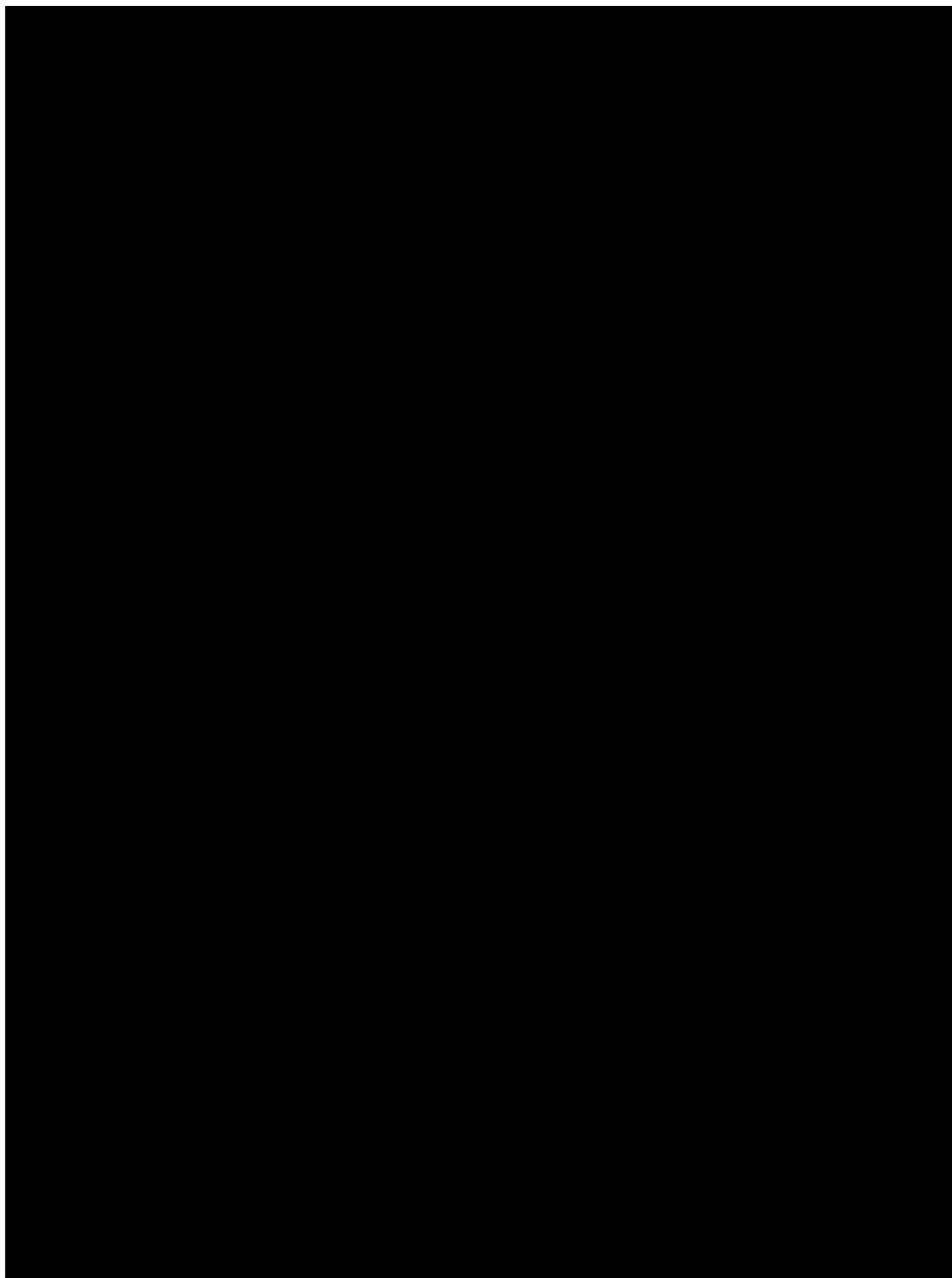
Version	Revision Date	Brief Description	Author(s)	Last Reviewed Date	Reviewed / Approved by	Effective Date
3.7	02/25/2019	Initial Publication		08/15/2019		08/15/2019
NA	04/27/2020	Yearly Review – no updates needed		04/27/2020		NA
NA	03/08/2021	Annual review completed. No updates needed.		03/08/2021		NA
3.8	03/30/2024			03/08/2024		03/08/2024

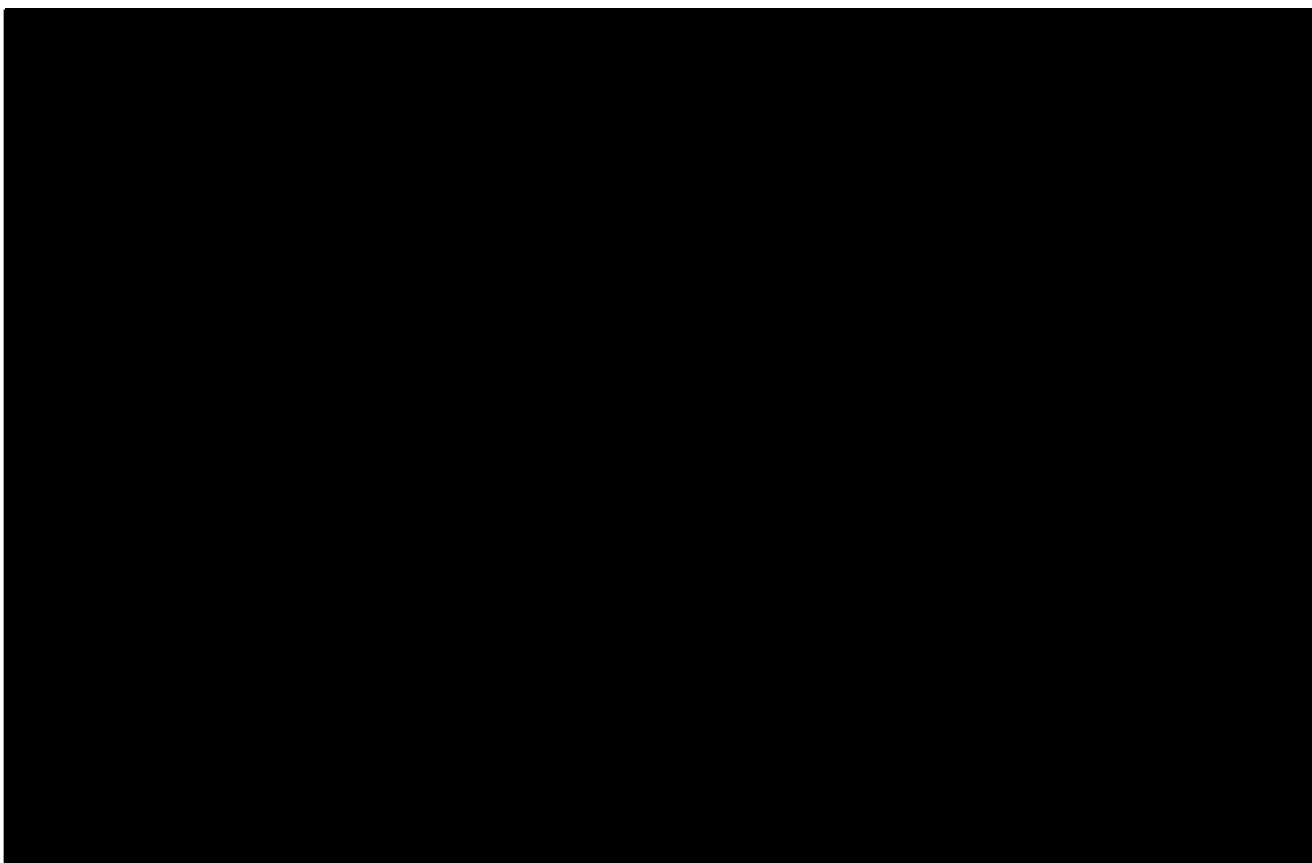
Account Type Matrix – Guideline

The below table is a guideline on where the types of user and service accounts would fall within the Risk Based Privilege Access Management (RBPAM) framework.

To determine which tier your user or service account is, please complete the risk assessment process by contacting the RBPAM team at  [@ssa.gov](mailto:rpam@ssa.gov).







Personal Identity Verification and Credential Issuance Process

Manual/Chapter: [Material Resources » Property Management](#)

Instruction/Handbook: [MRM 04.51](#)

Audience: General

Level: SSA

Inquiries: [Office of Security and Emergency Preparedness \(OSEP\) |](#)

[\[REDACTED\]@ssa.gov](#) | [\[REDACTED\]](#)

Related Instructions: [Office of the Deputy Commissioner Mission Support \(DCMS\) » Office of Security and Emergency Preparedness \(OSEP\)](#)

Updated: 10/25/2024

Certified: 10/25/2024

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- [04.51.03 Policy](#)
- [04.51.04 Agency Responsibilities](#)
- [04.51.05 PIV Roles and Responsibilities](#)
- [04.51.06 PIV Issuance Process](#)
- [04.51.07 PIV Termination Process](#)
- [4.51.08 PIV Issuance Workflow Diagrams](#)
- [04.51.09 PIV Termination Process Workflow Diagrams](#)
- [04.51.10 Credential Policy](#)
- [04.51.11 Credential Specifications](#)
- [04.51.12 Credential Change Management](#)
- [04.51.13 Suitability Requirements for Current Contractors](#)
- [04.51.14 Authorities](#)
- [04.51.15 Attachments](#)

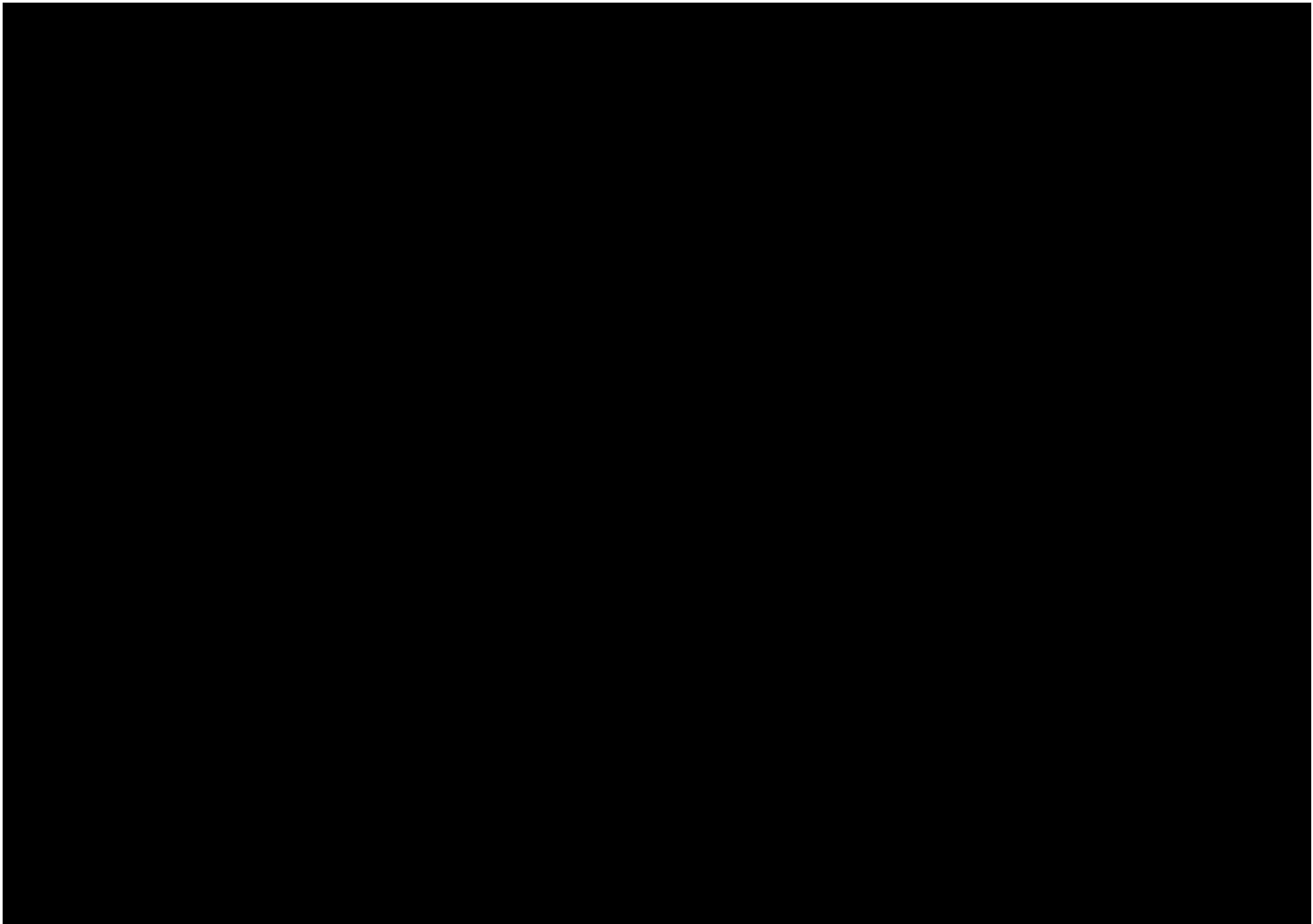
04.51.01 Purpose

This Instruction establishes the mandatory policy for the agency's Personal Identity Verification (PIV) process. The PIV process requires the agency to issue secure credentials to control physical access to buildings and logical access to Social Security Administration (SSA) information systems in accordance with [Homeland Security Presidential Directive \(HSPD\)-12, Policy for a Common Identification Standard for Federal Employees and Contractors](#) .

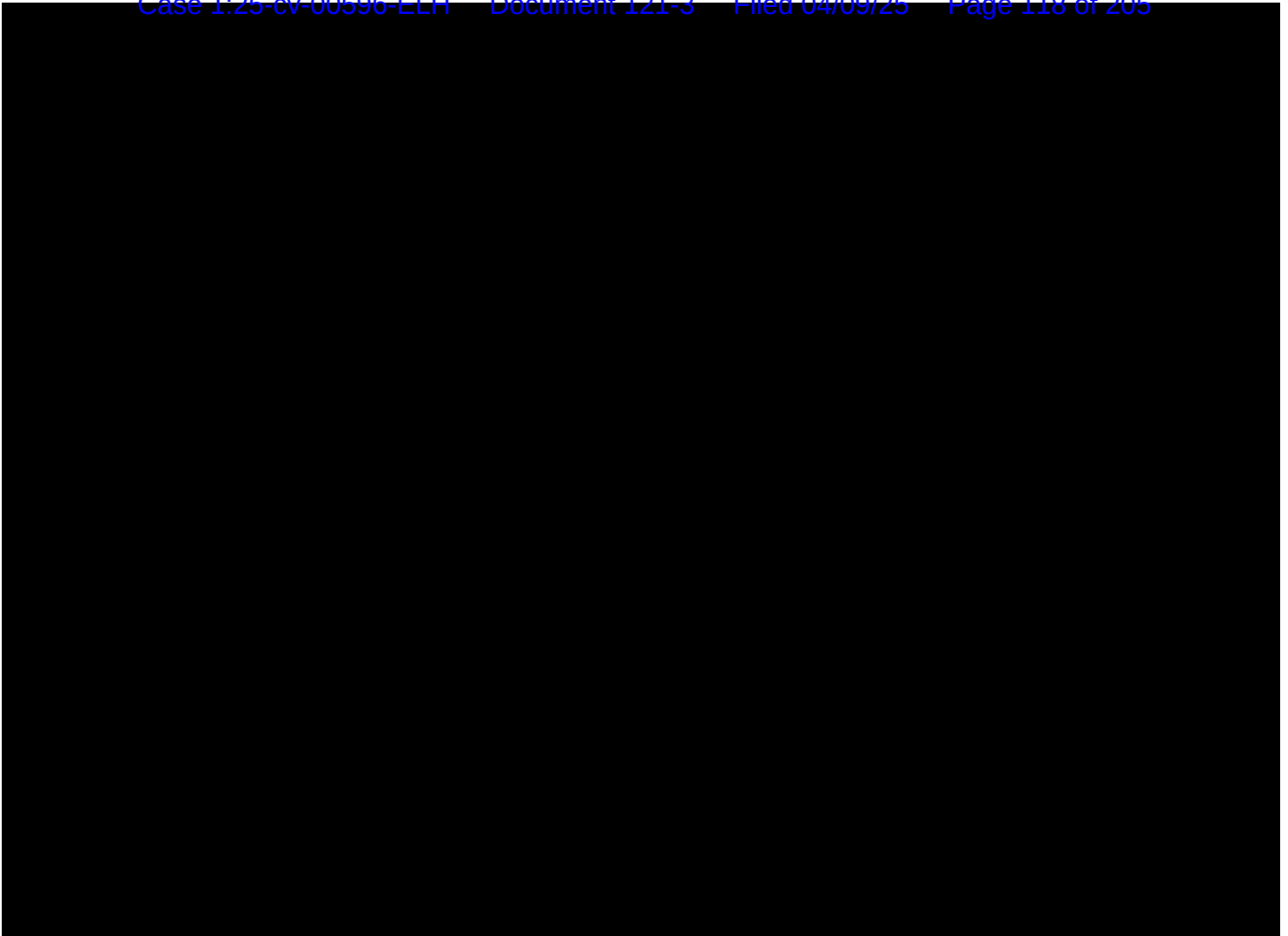
04.51.02 Applicability

The policies and information in this Instruction apply to all individuals accessing SSA controlled property or SSA programmatic information, systems, records, or personally identifiable information. Individuals who violate the rules and regulations established in this Instruction are subject to disciplinary action, up to and including removal from Federal service.

04.51.03 Policy



04.51.04 Agency Responsibilities



04.51.05 PIV Roles and Responsibilities

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04.51.06 PIV Issuance Process

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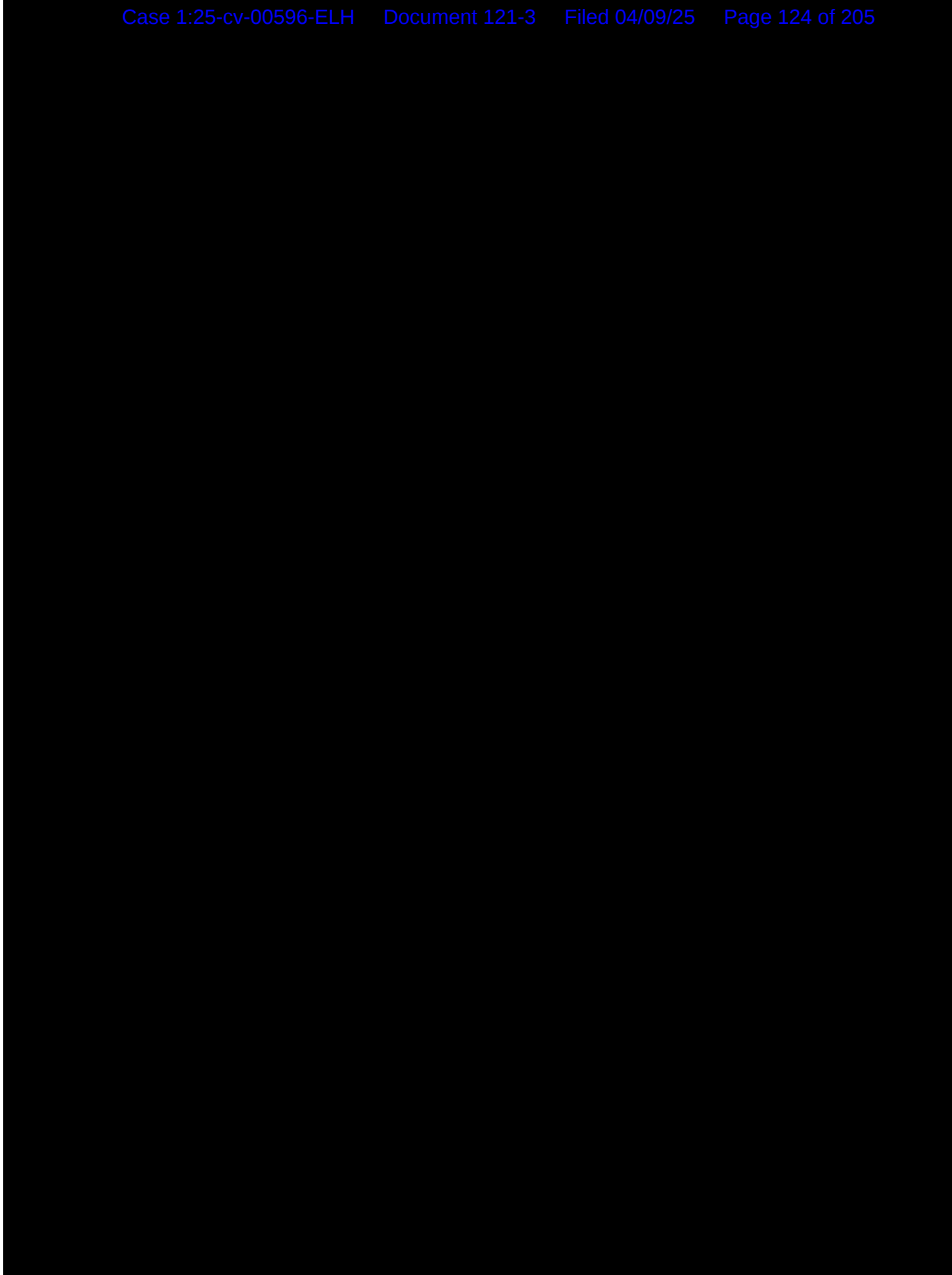
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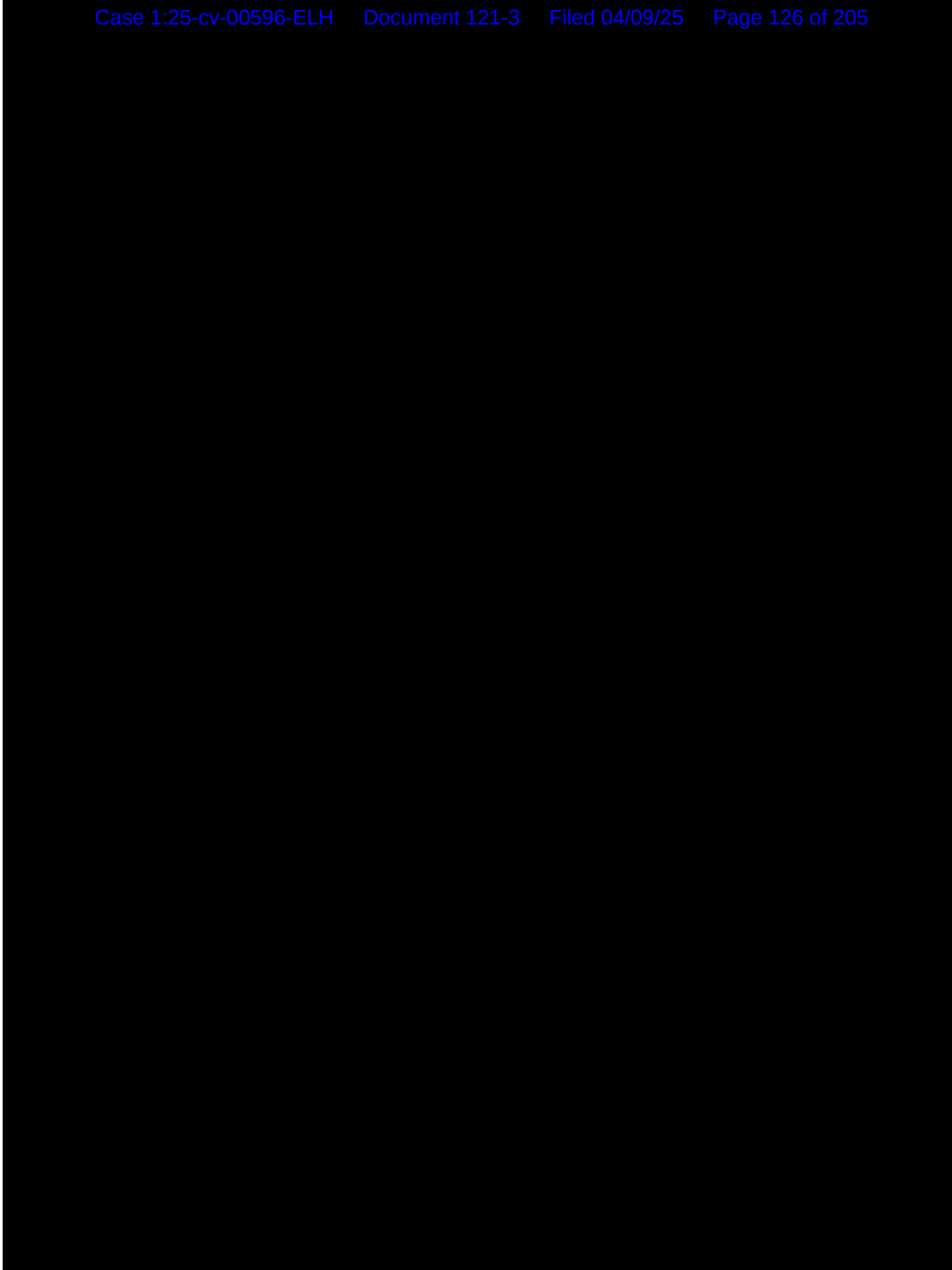
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04.51.07 PIV Termination Process

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4.51.08 PIV Issuance Workflow Diagrams

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04.51.09 PIV Termination Process Workflow Diagrams

[REDACTED]

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04.51.10 Credential Policy

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04.51.11 Credential Specifications

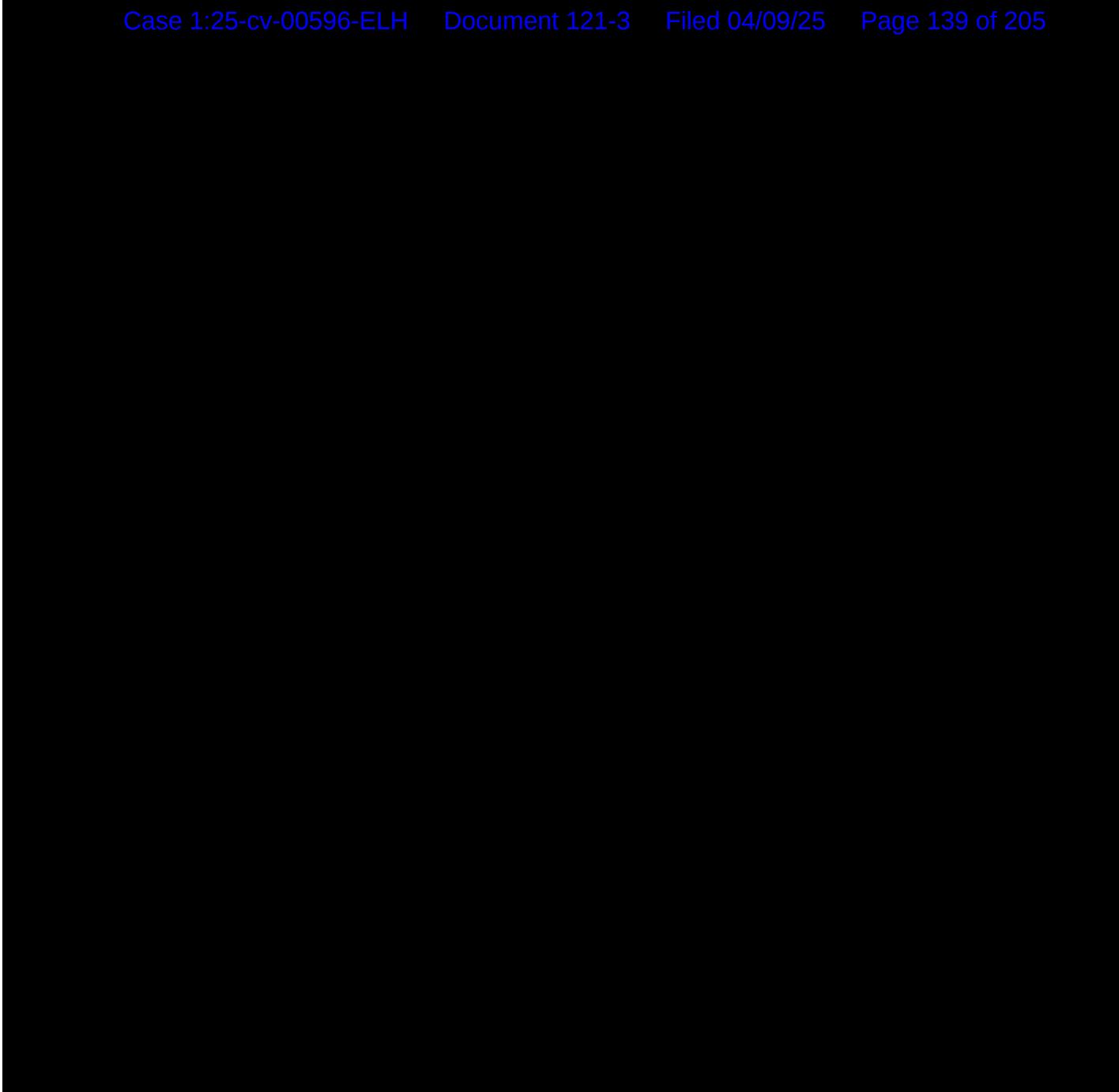
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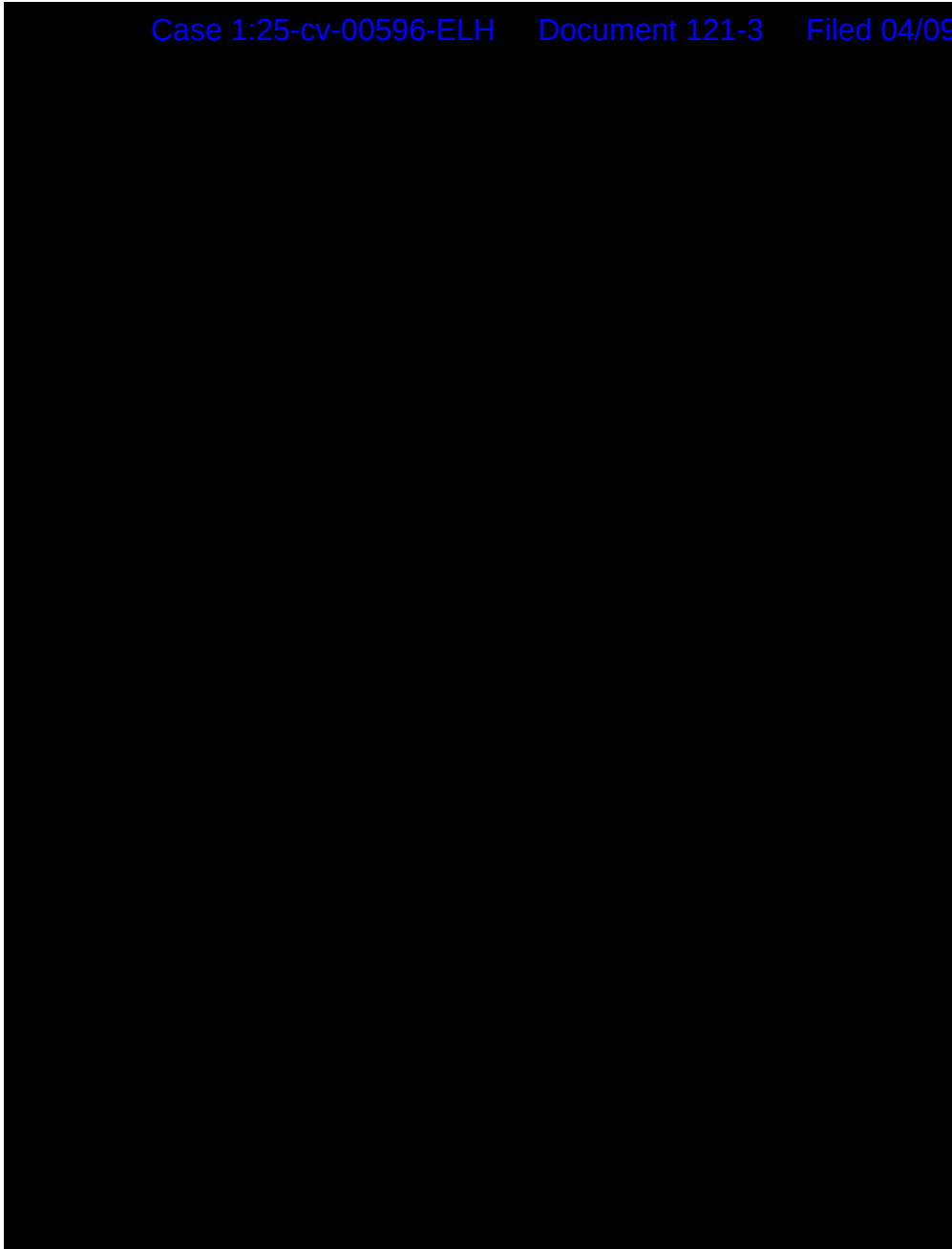
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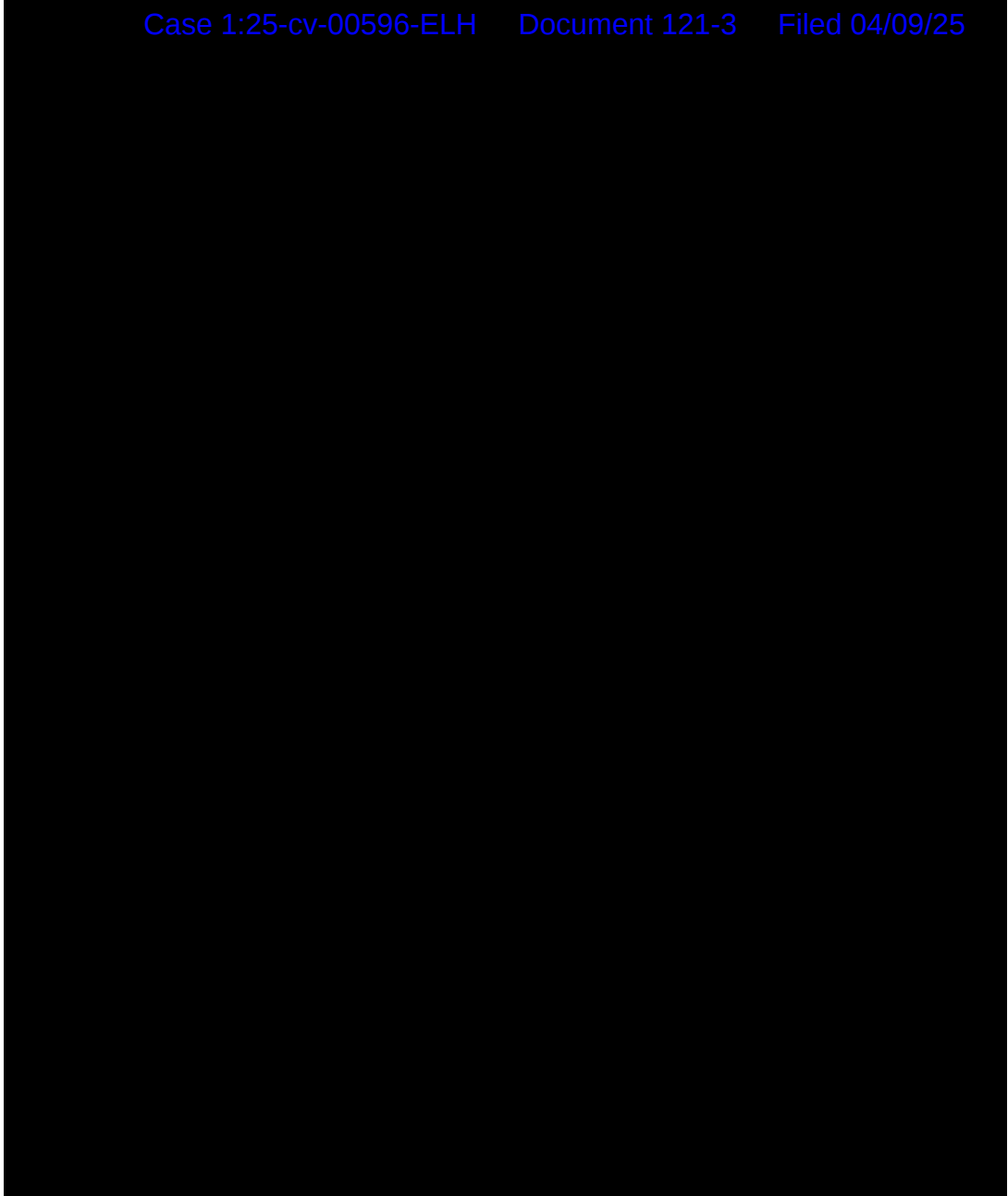
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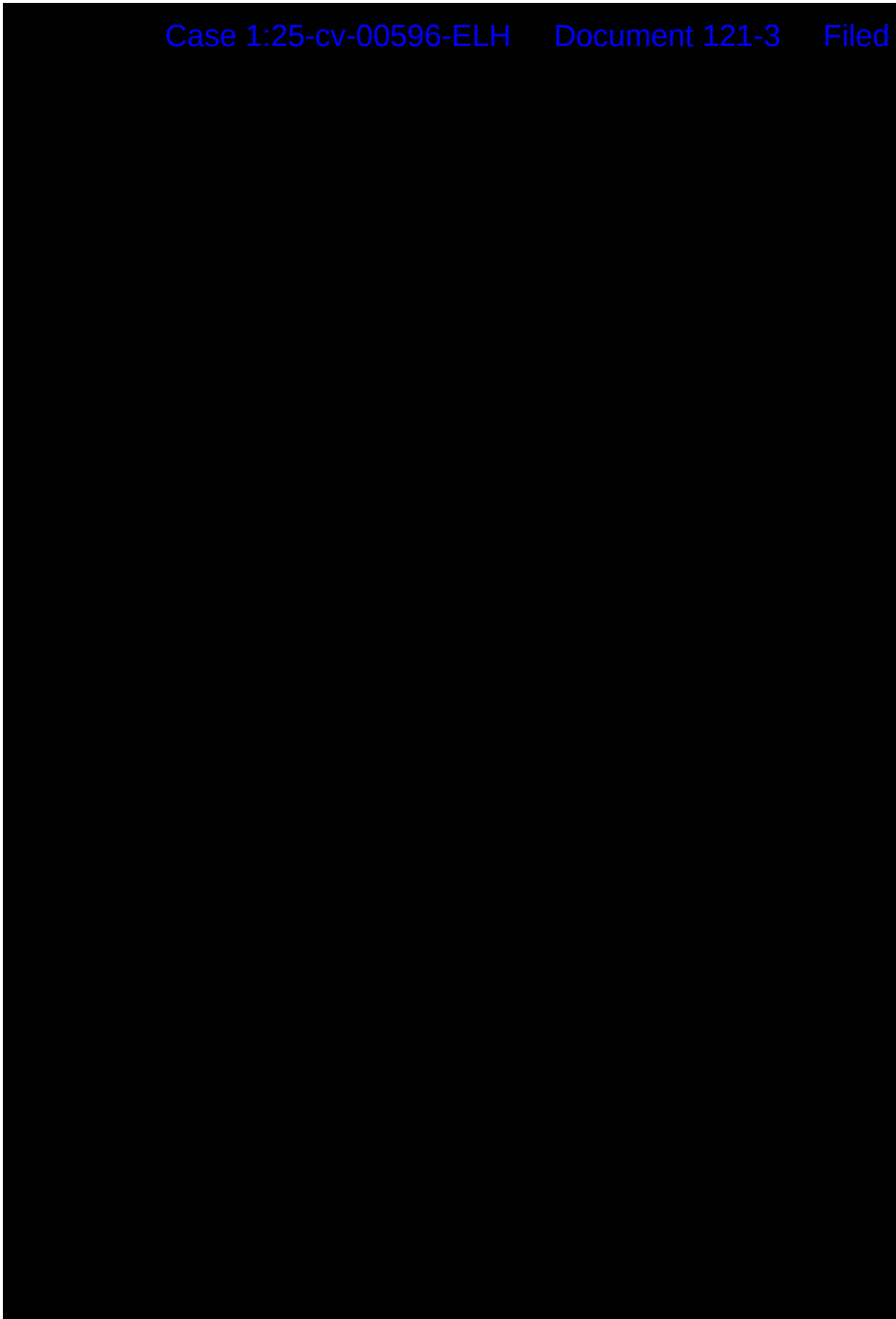
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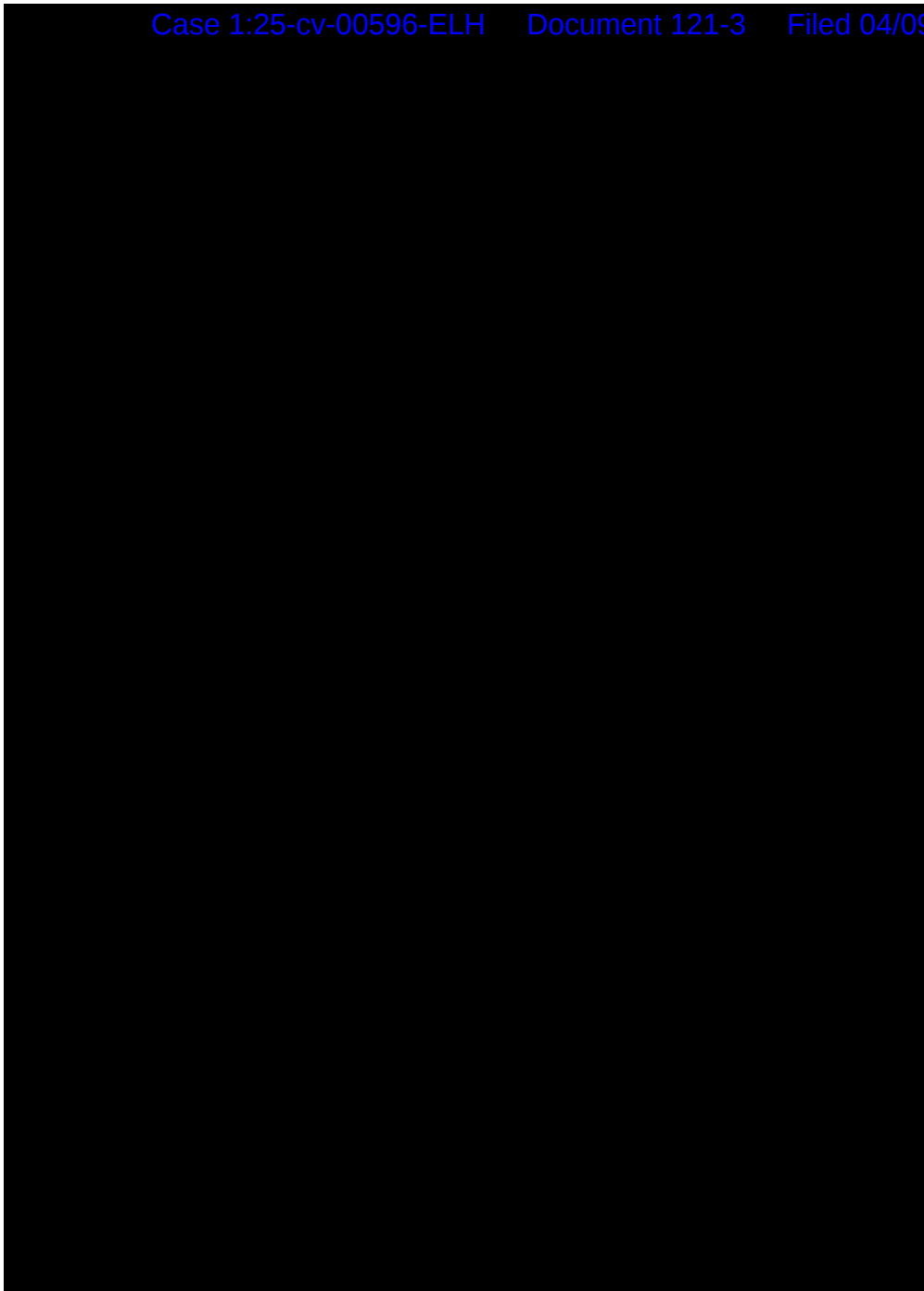
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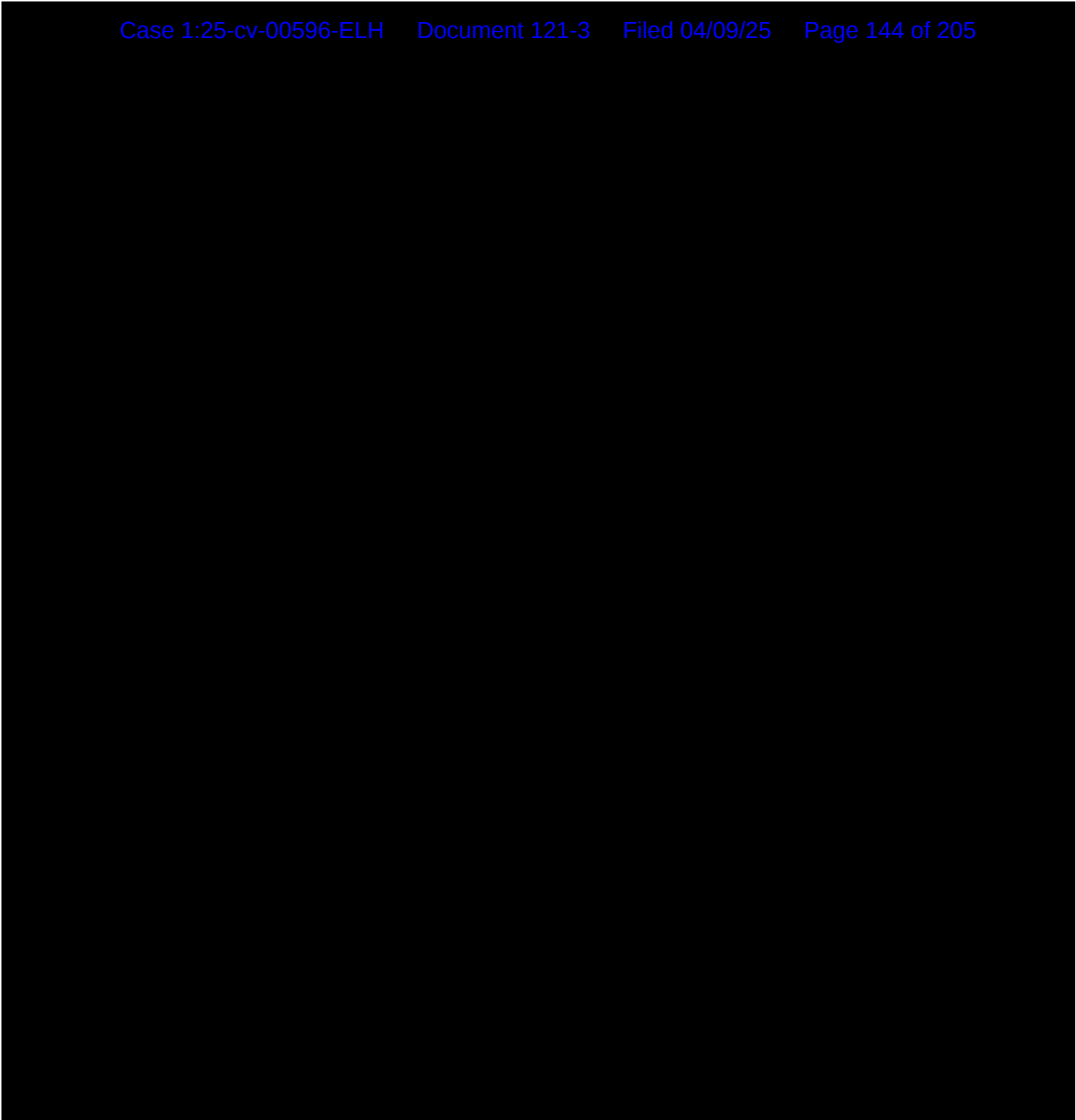












04.51.12 Credential Change Management

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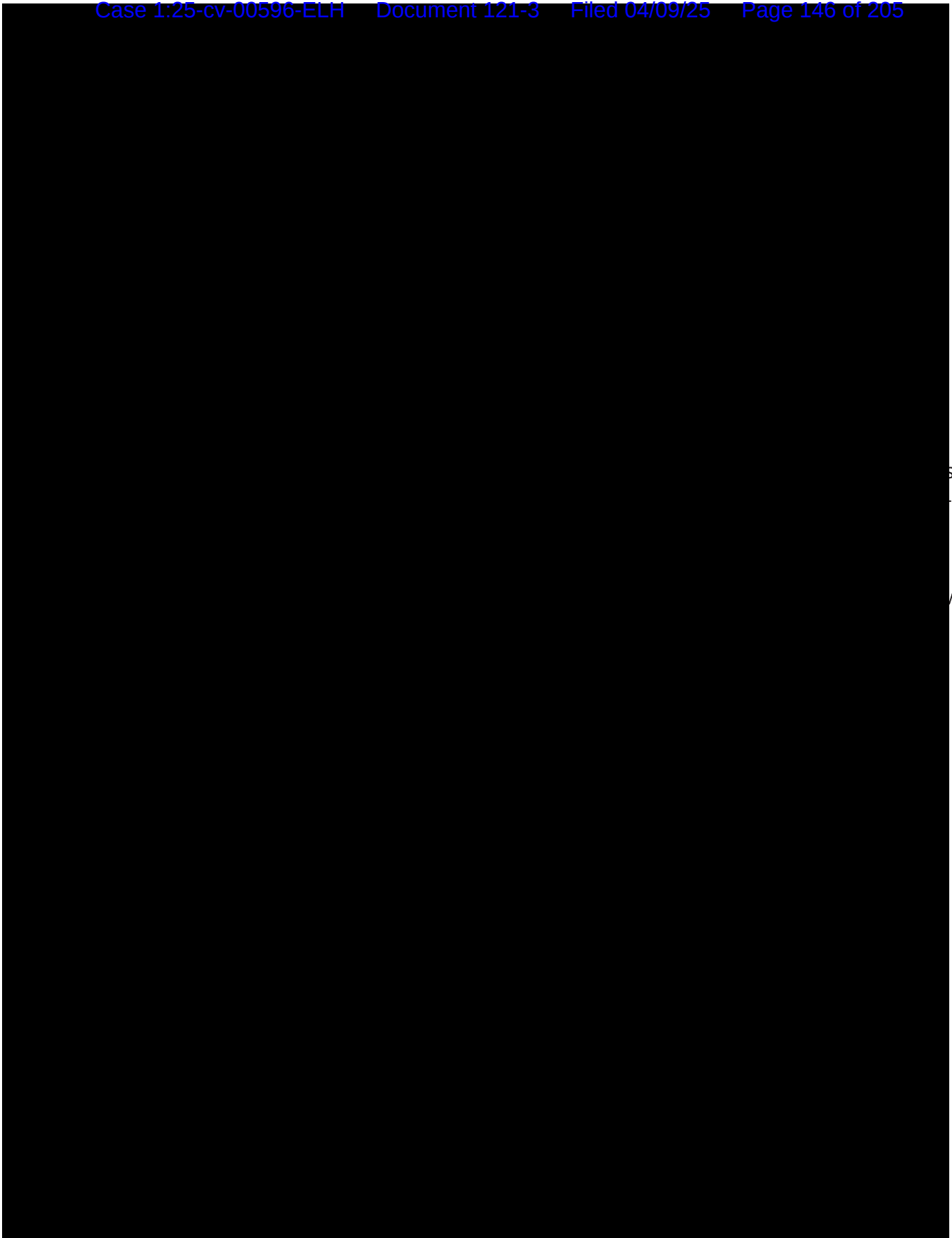
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[REDACTED]

- [REDACTED]
- [REDACTED]

04.51.13 Suitability Requirements for Current Contractors

[REDACTED]

04.51.14 Authorities

1. HSPD 12, dated August 27, 2024
2. NIST FIPS 201-3, dated January 2022
3. OMB M-05-24, dated August 5, 2005
4. 5-Code of Federal Regulations (CFR) 330.1300, dated March 31, 2017
5. Childcare center security requirements mandated by The Crime Control Act of 1990, Public Law 101-647, subtitle E, as amended by Public Law 102-190
6. Executive Orders 10450 , 12968 , and 13764 , and Title 5, CFR, Parts 731 , 732 , 736 , and 1400
7. Privacy Act of 1974, as amended

8. Office of Personnel Management, Homeland Security Presidential Directive 12, Memorandum: Credentialing Standards Procedures for Issuing Personnel Identity Verification Cards under HSPD-12

04.51.15 Attachments

[REDACTED]

[REDACTED]

Privacy Act of 1974 (Pub. L. 93 579)

Manual/Chapter: [General Administration » Disclosure/Confidentiality of Information](#)

Instruction/Handbook: [GAM 14.01](#)

Audience: General

Level: SSA

Inquiries: [Office of Privacy and Disclosure \(OPD\)](#) | [\[REDACTED\]@ssa.gov](#) | 410-966-6645

Related Instructions: [Office Of The General Counsel \(OGC\) » Office of Privacy and Disclosure \(OPD\)](#)

Updated: 7/17/2020

Certified: 7/17/2020

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- [14.01.01 Purpose of Instruction](#)
- [14.01.02 Purpose and Scope of the Privacy Act](#)
- [14.01.03 Definitions](#)
- [14.01.04 Provisions of the Privacy Act \(5 U.S.C. § 552a\)](#)
- [14.01.05 Disposal of Records](#)

14.01.01 Purpose of Instruction

This guidance serves as a general introduction to the [Privacy Act of 1974 \(5 U.S.C. § 552a\) \(PA\)](#) . It provides a summary of the purpose and scope, definitions, and key provisions of the Privacy Act (PA). It also provides a summary pertaining to the disposal of records, which have been expunged pursuant to PA requests.

14.01.02 Purpose and Scope of the Privacy Act

The PA is a federal law that governs our collection and use of records we maintain about an individual in a system of records. It establishes safeguards against invasions of personal privacy. We may extend PA requirements, as legally necessary, to Federal agencies and certain non-Federal agencies, such as Disability Determination Services and Medicare intermediaries and carriers; contractors; and advisory councils and committees, who assist us in carrying out Federal functions.

14.01.03 Definitions

***Access** means the availability of a record to the subject individual, legal guardian, or parent of a minor. This includes the transfer, copy, review, or inspection of a record by these individuals.

***Disclosure** means the availability or release of a record to someone other than the subject individual, legal guardian, or parent of a minor. This includes the transfer of a record, a copy of a record, or the information in a record to someone other than such individuals, or the review of a record by someone other than such individuals.

Individual means a citizen of the United States or an alien lawfully admitted for permanent residence; when used in connection with the rules governing program information, individual means a living natural person. It does not include sole proprietorships, partnerships, or corporations.

Maintain means to establish, collect, use, or disseminate a record and to have control over or responsibility for a system of records.

***Notification** means informing an individual whether he or she is a subject individual.

Record means any item, collection, or grouping of information about an individual that is maintained by SSA in a system of records, which contains the individual's name, or identifying number, symbol or other identifying particular, such as a fingerprint, voice print, or photograph. Records include, but are not limited to, education, financial transactions, medical history and criminal or employment history.

Routine Use means the disclosure of a record outside of SSA, without the consent of the subject individual, parent or legal guardian, for a purpose which is compatible with the purpose for which the record was collected. Routine uses are described in the system of records notice.

Subject individual means the individual to whom a record pertains.

System manager means the SSA official who is responsible for a system of records. The system manager is identified in the system of records notice.

System of records means any group of records under SSA's control from which information is retrieved by the subject individual's name or by some identifying number, symbol, or other identifying particular assigned to the individual.

System of records notice means the notice(s) published in the Federal Register upon the establishment and/or modification of a system of records, which describes the existence and character of the system.

***NOTE:** Our policies do not grant blanket access to a parent of a minor or a legal guardian. See [GN 03340.025](#) and [GN 03340.030](#) for further information regarding access rights of legal guardians and parents.

14.01.04 Provisions of the Privacy Act (5 U.S.C. § 552a)

A. Disclosure Requirements

1. With certain exceptions, make no disclosure of records without consent (§ 552a(b)).

The PA permits us to disclose information without consent, if one of the following PA exceptions applies:

- to an SSA employee who has a need for the record in the performance of his or her official duties;
- required to be disclosed under the Freedom of Information Act;
- for a routine use;
- to the Bureau of the Census, for purposes of planning or carrying out a census, survey, or related activity pursuant to the provisions of title 13;
- to a requester who has agreed in writing to use the record solely for purposes of statistical research or reporting, and provided the record is disclosed in a form that is not individually identifiable;
- to the National Archives, for purposes of preservation and evaluation of its historical value;
- to a Federal, State, or local government agency for an authorized civil or criminal law enforcement activity, provided the head of the agency has submitted a written request specifying the portion of the record desired and the law enforcement activity involved;
- to a person pursuant to a showing of compelling circumstances affecting the health or safety of an individual, provided that a notice of the disclosure is sent to the last known address of the subject individual;
- to either House of Congress or to any joint committee or subcommittee;
- to the Comptroller General or other authorized representatives of the General Accounting Office, for purposes of performing of official duties;
- pursuant to a order of a court of competent jurisdiction; or

- to a consumer reporting agency in accordance with section 3711(e) of title 31.
NOTE: The agency's Privacy Act regulations at 20 C.F.R. Part 401 further describe the circumstances under which the agency will disclose records without consent under the above exceptions. Records may be disclosed, without consent of the subject individual, only when such disclosure is authorized by both the Privacy Act and [20 CFR Part 401](#) .

2. Keep an accounting of disclosures (§ 552a(c)).

An accounting must be made whenever a record is disclosed unless the disclosure is made with the consent of the subject individual or the disclosure is made under bullets 1 and 2 described in section A.1 above. The accounting must indicate the date, nature, and purpose of the disclosure, and the name and address of the person or agency to whom the disclosure was made. The accounting must be retained for 5 years or for the life of the related record, whichever is longer. Except to the extent that it reflects disclosures to civil or criminal law enforcement agencies, the accounting must be made available to the subject individual upon request. Reasonable efforts must be made to notify all persons or agencies named in the accounting whenever an amendment or notation of dispute is made to a record.

B. Access Requirements

1. Permit an individual to have access to his or her records (§ 552a(d)(1)).

Upon request, the subject individual may have access to his or her records and have a copy of all or any portion thereof. The subject individual is permitted to have another individual accompany them when accessing their record in person; however, we may ask for a written statement authorizing us to discuss the subject individual's record in the accompanying person's presence. See [20 CFR 401.40](#) , [20 CFR 401.55](#) , and [GN 03340](#) for more information pertaining to the handling of access requests, including special procedures regarding medical records.

2. Permit an individual to correct or amend his or her records upon request (§ 552a(d)(2)).

If the subject individual believes that his or her records are not accurate, complete, timely, or relevant, he or she may request an amendment of the records.

Amendment requests must be directed to the system manager designated in the systems of records notice. The system manager must acknowledge the request in writing within 10 working days after receipt, unless we can review and process the request and give an initial determination of denial or compliance before that time. If the system manager grants the request, records must be amended and the subject individual notified in writing of the action taken. If the system manager denies the request, the subject individual must be notified in writing of the decision and advised of appeal procedures. See [20 CFR 401.65](#) for more information regarding the amendment and disposal of such records.

3. Permit an individual to appeal a decision not to amend a record (§ 552a(d)(3)).

If the system manager denies an amendment request, the subject individual may appeal the decision to the Executive Director for OPD. OPD is required to complete a review of the decision within 30 working days, unless the it extends the time period for good cause. If OPD decides that the records should be amended, they must be amended and the subject individual notified accordingly. If OPD decides against amendment, the subject individual must be notified of his or her right to seek judicial review. See [AIMS, GAM 14.01.04E](#) for more information pertaining to civil remedies and judicial reviews. The subject individual must also be notified that he or she may submit a concise statement of dispute with the decision.

NOTE: A copy of the statement of dispute must be disclosed whenever related records are disclosed (§ 552a(d)(4)).

C. Records Maintenance Requirements

1. Collect only relevant personal information (§ 552a(e)(1)).

No personal information may be collected in a record unless it is relevant and necessary to a purpose prescribed by law. There must be legal authority to collect information about an individual in a record. Each item of personal information collected must be both relevant and necessary to carry out that authority. We derive authority to collect personal information in a record from either:

- a statute or Executive Order which expressly provides for the maintenance of the record; or
- a statute or Executive Order which authorizes SSA to perform a function which entails maintenance of the record.

2. Collect personal information directly from the subject individual (§ 552a(e)(2)).

To the greatest extent possible, personal information must be collected directly from the subject individual when that information may result in adverse determination about the individual's rights, benefits or privileges.

3. Inform each individual who is asked to supply information (§ 552a(e)(3)).

Whenever an individual is asked to supply information about himself or herself that will be maintained in a record, the individual must be informed of:

- the statute or Executive Order which authorized the collection of the information and whether furnishing the information is mandatory or voluntary;

- the principal purpose(s) for which the information will be used;
- the routine uses which may be made of the information; and
- the consequences, if any, for failing to provide all or any part of the information.

4. Maintain records used in making determinations about an individual in an accurate, relevant, timely, and complete manner (§ 552a(e)(5)).

Records used in making determinations about an individual must be maintained with accuracy, relevance, timeliness, and completeness to assure fairness to the individual.

5. Maintain no records regarding an individual's exercise of First Amendment rights (§ 552a(e)(7)).

No record may be maintained which describes how an individual exercises First Amendment rights (rights relating to speech, religion, political activities, etc.) unless the individual consents to the maintenance of the record, its maintenance is expressly authorized by statute, or its maintenance is necessary for authorized law enforcement activities.

6. Establish rules of conduct (§ 552a(e)(9)).

Rules of conduct must be established for employees involved in the design, development, operation, or maintenance of a system of records. In addition, employees must be advised of the requirements imposed by these rules and by the Privacy Act. SSA's Employee Standards of Conduct may be found at Appendix A to 20 C.F.R. Part 401.

7. Establish safeguards for records (§ 552a(e)(10)).

Administrative, technical, and physical safeguards must be established to ensure the security and confidentiality of records and protect against any anticipated threats or hazards.

D. Reporting Requirements

1. Publish notices in the Federal Register (§ 552a(e)(4) and (e)(11)).

A system of records notice must be published in the Federal Register when establishing a new system of records or when making significant modifications to an existing system of records. A notice must also be published in the Federal Register before a new routine use is established for an existing system of records. This gives the public an opportunity to comment on the proposed routine use. See [AIMS, GAM 14.05](#) for more information regarding system of records notices.

2. Submit reports on new or modified system of records (§ 552a(r)).

In addition to publishing a system of records notice in the Federal Register, we must submit a report to Congress and the Office of Management and Budget before a new system of records can be created or an existing system altered. The report permits an evaluation of the effect of the proposed system or system modification on the privacy or other rights of individuals and on the constitutional principles of federalism and separation of powers.

3. Submit biannual reports to Congress (§ 552a(s)).

The President must report to Congress on PA administration by Federal agencies during the preceding 2 calendar years. We provide narrative and statistical data for inclusion in the report.

E. Civil Remedies and Criminal Penalties

1. Civil suit (§ 552a(g)).

An individual may initiate a civil action in the appropriate Federal district court against an agency which:

- refuses to amend a record pursuant to the individual's request or fails to permit or process an appeal in accordance with the act;
- refuses to comply with the individual's request for access to a record;
- fails to maintain a record in an accurate, timely, complete, and relevant manner, and thereby causes an adverse determination about the individual; or
- fails to comply with any other requirement imposed by the act and thereby causes an adverse effect on the individual.

2. Criminal prosecution (§ 552a(i)).

An employee is subject to criminal prosecution under the Privacy Act if he or she:

- willfully discloses a record to a person or agency who is not entitled to receive it, knowing such disclosure is prohibited;
- willfully maintains a system of records without publishing the required system notice in the Federal Register; or
- knowingly and willfully requests or obtains a record under false pretenses.

The punishment for conviction of any of these offenses is a fine not exceeding \$5,000.

F. Exemptions

Promulgate rules to obtain exemptions from requirements of the Privacy Act (§ 552a(j) and (k)).

Exemptions from certain requirements of the Privacy Act may be obtained by the promulgation of rules in accordance with the rulemaking provisions of the Administrative Procedure Act (5 U.S.C. 553).

G. Use of the Social Security Numbers (SSN)

1. **Do not deny an individual lawful rights, benefits or privileges because he or she refuses to divulge his or her SSN (Section 7(a)).**

We cannot deny any right, benefit, or privilege to an individual if he or she refuses to divulge his or her SSN.

NOTE: This does not apply to any disclosure required by Federal statute or any SSN disclosure to a Federal, State or local agency maintaining a system of records in existence and operating before January 1, 1975, if such disclosure was required under statute or regulation adopted prior to such date to verify the identity of the individual.

2. **Inform each individual who is asked to divulge his or her SSN (Section 7(b) note).**

Whenever an individual is asked to divulge his or her SSN, the individual must be told whether furnishing the SSN is mandatory or voluntary; by what statute or other legal authority the SSN is solicited; and how we will use the information.

14.01.05 Disposal of Records

Section 3314 of Title 44, U.S.C. provides that no records of the Government shall be alienated or destroyed by a Federal agency except in accordance with chapter 33. This chapter states that Federal records may not be destroyed unless disposal is approved by the Archivist of the U.S. Approval for destruction of SSA records is obtained by the SSA Records Officer.

Privacy Act Responsibilities of SSA Officials

Manual/Chapter: [General Administration](#) » [Disclosure/Confidentiality of Information](#)

Instruction/Handbook: [GAM 14.02](#)

Audience: General

Level: SSA

Inquiries: [Office of Privacy and Disclosure \(OPD\)](#) | [\[REDACTED\]@ssa.gov](#) | 410-966-6645

Related Instructions: [Office Of The General Counsel \(OGC\)](#) » [Office of Privacy and Disclosure \(OPD\)](#)

Updated: 7/17/2020

Certified: 7/17/2020

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- [14.02.02 Senior Agency Official for Privacy](#)
- [14.02.03 Privacy Officer](#)
- [14.02.04 Regional and Central Office Privacy Act Coordinators](#)
- [14.02.05 System Manager](#)
- [14.02.06 Authority](#)

14.02.01 Purpose

This guidance describes the duties and responsibilities of SSA officials, in compliance with the Privacy Act of 1974.

14.02.02 Senior Agency Official for Privacy

The Senior Agency Official for Privacy (SAOP), as designated by the Commissioner of Social Security, assumes agency wide responsibility and accountability for SSA's privacy program. At present, SSA's General Counsel is the SAOP.

Duties and responsibilities of the SAOP include, but are not limited to:

1. Maintaining a central policy making role in the agency's development and evaluation of legislative, regulatory, and other policy proposals, which may implicate privacy issues including those relating to the collection, use, sharing, and disclosure of personally identifiable information (PII);
2. Reviewing privacy risks, as they pertain to agency actions and policies that involve PII, at the earliest planning and development stages and throughout the life cycle of the information; and,
3. Ensuring the implementation of information privacy protections; as well as, ensuring agency compliance with Federal laws, regulations, and policies relating to the privacy of information.

14.02.03 Privacy Officer

A. General Duties and Responsibilities

The Privacy Officer, as designated by the Commissioner of Social Security, advises on all privacy policy and disclosure matters. At present, OPD's Deputy Executive Director is the Privacy Officer.

Duties and responsibilities of the Privacy Officer include:

1. Coordinating the development and implementation of agency privacy policies and related legal requirements to ensure Privacy Act compliance;
2. Monitoring the coordination, collection, maintenance, use, and disclosure of personal information;
3. Ensuring the integration of privacy principles into information technology systems architecture and technical designs;
4. Providing agency officials with policy guidance and directives to carry out privacy and disclosure policy;
5. Serving as the point of contact for SSA Privacy Act activities and as the primary liaison with the Office of the Commissioner, the Office of Management and Budget (OMB), the National Archives and Records Administration, and the Office of the Federal Register for Privacy Act matters;
6. Processing, obtaining clearance, and publishing all new and modified systems of records notices (SORN) in the Federal Register (FR) and notifying Congress and OMB, as required;
7. Maintaining direct liaison with the Senior Agency Official for Privacy, Chief Information Officer, Systems Security Officers, and Records Officer to develop means for carrying out Privacy Act requirements;
8. Maintaining direct liaison with components responsible for particular systems covered by the Privacy Act;

9. Collecting data from components and preparing SSA reports to Congress (through OMB and the President) on the administration of the Privacy Act;
10. Providing technical assistance for training on Privacy Act provisions and requirements; and
11. Reviewing and certifying proposed contracts and data exchange agreements to ensure compliance with Privacy Act requirements.

14.02.04 Regional and Central Office Privacy Act Coordinators

A. General Duties and Responsibilities

The Privacy Act Coordinator, as designated by each Regional Commissioner and Associate Commissioner, serves as the focal point for all Privacy Act activities under his or her jurisdiction. For a listing of regional and central office (CO) Privacy Act Coordinators, see [REDACTED].

Duties and responsibilities of the Privacy Act Coordinator include:

1. Serving as the point of contact for identifying the need for new and modified SORNs (including commenting on proposed SORNs for field office and regional office systems);
2. Serving as the point of contact for preparation of input for the annual reports under the Privacy Act;
3. Providing technical assistance to regional or CO staff on privacy matters and serving as liaison with the Privacy Officer on privacy and disclosure policy matters;
4. Maintaining liaison with the Regional Security Officer; and
5. Developing training activities on privacy and disclosure matters.

14.02.05 System Manager

The system manager, as listed in the FR published SORN and designated by the appropriate Associate Commissioner's office, assumes responsibility for assigned system of records. At present, the system manager is the head of the component that has responsibility over the basic functions for which the particular system serves.

NOTE: A contractor or other non-SSA employee may not serve as system manager.

Duties and responsibilities of the system manager include:

- Directing the system of records' policies, practices, and procedures and when appropriate, reporting and recommending modifications of the SORN to the Privacy Officer;
- Determining the type(s) of information that may be maintained in the system of records and granting access to the information, consistent with Federal laws and SSA regulations; and,
- Informing users and custodians of system records of the need to maintain appropriate safeguards to minimize the risk of unauthorized access.

14.02.06 Authority

- A. The Privacy Act (5 U.S.C. § 552a(e)).
- B. Office of Management and Budget (OMB) Privacy Act Implementation Guidelines and Responsibilities
- C. OMB Circular A 108, Federal Agency Responsibilities for Review, Reporting, and Publication under the Privacy Act
- D. OMB Circular A-130, Managing Information as a Strategic Resource

Preparing Privacy Act Reports and Systems of Records Notices (SORN)

Manual/Chapter: [General Administration](#) » [Disclosure/Confidentiality of Information](#)

Instruction/Handbook: [GAM 14.05](#)

Audience: General

Level: SSA

Inquiries: [Office of Privacy and Disclosure \(OPD\)](#) | [\[REDACTED\]@ssa.gov](#) | 410-966-6645

Related Instructions: [Office Of The General Counsel \(OGC\)](#) » [Office of Privacy and Disclosure \(OPD\)](#)

Updated: 7/17/2020

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14.05.01 Background

A 'system of record' is a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual. Agency systems of records are subject to the requirements and provisions of the Privacy Act of 1974 (PA), guidance issued by the Office of Management and Budget (OMB), and other applicable Federal rules and regulations.

Agencies must publish a notice in the Federal Register describing every system of records it maintains or updates. The purpose of the notice is to identify the system of records, the purpose(s) of the system, the authority for maintenance of the records, the categories of records maintained in the system, the categories of individuals about whom records are maintained, and the routine uses to which the records are subject. Additional details which can be found in the OMB Circular A-108, *Federal Agency Responsibilities for Review, Reporting, and Publication Under the Privacy Act*.

14.05.02 Purpose

This guidance describes the requirements components should include when either creating a new system of records or updates to existing systems of records, as well as component responsibilities in PA matters relating to system of records.

14.05.03 Responsibilities

The SSA Privacy Officer in the Office of Privacy and Disclosure (OPD) has the overall responsibility for PA implementation within SSA, including publishing notices of systems of records in the Federal Register. Components within SSA should direct all correspondence involving PA systems of records to the Privacy Officer in accordance with this instruction. Staff in the appropriate Associate Commissioners' offices should first report potential new systems of records or changes to existing systems of records to the Privacy Officer for review and processing by the OPD staff.

14.05.04 Disciplinary Actions and Criminal Penalties For Improper Disclosure

All employees must guard against improper disclosure of records. Because of the serious consequences of improper invasion of personal privacy, employees may be subject to disciplinary action and criminal prosecution for knowing and willful violations of the PA. Employees may also be subject to disciplinary action for unknowing or unwillful violations if they had notice of the PA and regulations and failed to inform themselves sufficiently or to act in accordance with the requirements.

Additional information about Criminal Penalties can be found in [AIMS 14.01.04E](#).

14.05.05 Coordination with Component Security Officer

Whenever a component proposes to establish a new system of records, or alter an existing system, in a manner which impacts on the security of the system, the responsible component should consult with the component's security officer regarding the conduct of a risk management study as the basis for a decision on safeguard requirements. This consultation should occur before the proposal is submitted to OPD for review and processing.

14.05.06 Creation Process for Establishing or Changing a System of Records

Components proposing to establish a new system of records or make changes to an existing system should submit the proposal to the Privacy Officer in OPD. The Privacy Officer will review the proposal to ensure that it meets all PA and SSA disclosure requirements and assign OPD staff to develop and prepare the Federal Register documents. Upon completion of the documents, the Privacy Officer will submit the proposal to the Office of the General Counsel (OGC) and the Office of the Commissioner (COSS) for review and approval.

If a component other than the responsible component requests changes to a system of records, the requesting component should furnish the appropriate system manager with sufficient background material for determining the appropriateness of the requested changes. If the system manager determines that the changes are appropriate, supporting documentation should be prepared and submitted to OPD. The requesting component may also submit the necessary documentation to OPD with approval from the system manager.

14.05.07 System of Records Notice Requirements

In compliance with OMB Circular A 108, SSA must provide adequate advance notice to Congress and OMB of its intent to establish a new system of records or alter an existing system. The notice affords Congress and OMB an opportunity to examine the privacy impact of the new/alterd system on individuals, the provisions of confidentiality and security in the new/alterd system and the extent, if any, that the new/alterd system will change intergovernmental relationships related to information programs.

Each notice of a new or modified system of records shall be drafted using the Office of the Federal Register SORN templates (see AIMS 14.05.08). When SSA establishes a new system of records, or modifies an existing system of records, the package submitted to Congress and OMB is comprised of a SORN (using the template in 14.05.08) to be published in the Federal Register, and includes all of the required artifacts as mentioned in AIMS 14.05.12, System of Record Documents to be Sent to OMB and Congress.

14.05.08 System of Record Notice (SORN) New, Revised, or Rescindment Templates

Any SORN submitted to OMB and published in the Federal Register is required to be in the format provided within OMB Circular A-108. Elements bolded below are required; the language within the brackets should be modified with language appropriate to the system.

A. New SORN Template

A new system notice consists of the following information:

[Name of Agency]

Agency: [Name of agency and, if applicable, agency component].

Action: Notice of a [New/Modified] System of Records.

Summary: [A plain-language description of the system].

Dates: [The deadline to submit comments on the proposal and the date on which any routine uses will be effective. Typically 30 days after submission to OMB].

Addresses: [Instructions for submitting comments on the proposal, including an email address or a website where comments can be submitted electronically].

For Further Information Contact: [Instructions for submitting general questions about the system].

Supplementary Information: [Background information about the proposed system of record, including a description of any changes being made to the system and the purpose(s) of the changes].

System Name and Number: [A name for the system that clearly identifies the purpose or character of the system, and the number of the system as assigned by OPD].

Security Classification: [An indication of whether any information in the system is classified].

System Location: [The address of the component responsible for the system, as well as the address of any third party service provider].

System Manager(s): [The title, business address, and contact information of the assigned system manager].

Authority for Maintenance of the System: [The specific authority that authorizes the maintenance of the records in the system].

Purpose(s) of the System: [A description of the purpose(s) for maintaining the system].

Categories of Individuals Covered by the System: [The categories of individuals whose records are kept in the system].

Categories of Records in the System: [The categories of records maintained in the system and, if practicable and useful for public notice, specific data elements].

Record Source Categories: [The sources of records in the system].

Routine Uses of Records, Including Categories of Users and Purposes of such Uses:

[Each routine use for release of the records contained in the system, including the categories of users and the purpose of such use].

Policies and Practices for Storage of Records: [The policies and practices of the agency regarding the storage of records].

Policies and Practices for Retrieval of Records: [Explain how a user will retrieve records in the system].

Policies and Practices for Retention and Disposal of Records: [Description of how the component will store and dispose of records in the system].

Administrative, Technical and Physical Safeguards: [A description of the administrative, technical, and physical safeguards in place for the system].

Record Access Procedures: [SSA's procedures for gaining access to any record pertaining to an individual in the system if an individual requests their record].

Contesting Record Procedures: [SSA's procedures for notifying individuals how they can contest the content of any pertaining record in the system].

Notification Procedures: [SSA's procedures for notifying individuals if a system contains a record pertaining to him or her].

Exemptions Promulgated for the System: [Any declared Privacy Act exemptions for the system. See Part D below].

History: [Citation(s) to the last full Federal Register notice that includes all of the elements that are required to be in a SORN, as well as any subsequent notices of revision].

B. New Routine Uses

The most commonly requested revision to a system of records is for new routine use disclosures. Routine use disclosures generally are compatible when a disclosure is required to assist in administering an SSA program or a similar income/health-maintenance program of another agency (as defined in defined in 20 C.F.R. § 401.150). Examples of income/health-maintenance programs which meet the compatibility criteria of the routine use provision are the Food Stamp program, Aid to Families with Dependent Children program, Energy Assistance program, the Medicare program and the Medicaid program.

Each routine use statement must:

- identify the third party to whom disclosure will be made;
- state the type(s) of information that will be disclosed; and
- state the purpose(s) for which the information will be disclosed.

Routine use statements must be published in the Federal Register at least 30 days before any information can be disclosed under the proposal. The purpose of the 30-day advance notice is to make the public aware of the intended disclosure and give them a change to comment on the proposal.

However, if a component determines an existing routine use is no longer needed or appropriate, SSA must immediately discontinue all disclosures under the routine use and shall publish a revised SORN in the Federal Register rescinding the routine use. Moreover, if it is determined that the routine uses in a SORN do not accurately and completely describe the routine use disclosures of the system of record, SSA must discontinue any disclosures that are not accurately and completely described and revise the routine uses in the SORN to accurately and completely describe those disclosures.

C. Revised SORN Template

A revised system of records is one for which minor "non substantive" changes are proposed. These are changes which do not constitute an altered system of records, such as a proposal to add new routine uses, change the system manager, or change the location where records may be kept. When revising a system of records, OPD prepares a preamble explaining the proposed revisions and a system notice.

A revised SORN is required to provide the following elements:

[Name of Agency]

Agency: [Name of agency and, if applicable, agency component].

Action: Notice of a [New/Modified] System of Records.

Summary: [A plain language description of the system].

Dates: [The deadline to submit comments on the proposal and the date on which any routine uses will be effective. Typically 30 days after submission to OMB].

Addresses: [Instructions for submitting comments on the proposal, including an email address or a website where comments can be submitted electronically].

For Further Information Contact: [Instructions for submitting general questions about the system].

Supplementary Information: [Background information about the proposed system of record, including a description of any changes being made to the system and the purpose(s) of the changes].

System Name and Number: [A name for the system that clearly identifies the purpose or character of the system, and the number of the system as assigned by OPD].

Security Classification: [An indication of whether any information in the system is classified].

System Location: [The address of the component responsible for the system, as well as the address of any third-party service provider].

System Manager(s): [The title, business address, and contact information of the assigned system manager].

[SSA must review the other required elements in the new SORN template and include those elements for which revisions are necessary. For example, if a component has modified the categories of records in the system, that element should be included in the notice of revision.]

History: [Citation(s) to the last full Federal Register notice that includes all of the elements that are required to be in a SORN, as well as any subsequent notices of revision].

D. Rescindment SORN Template

When an established system of record is no longer maintained or meets the definition of a system of record, the system manager must notify OPD to request removal of the notice from the Federal Register. SSA is required to submit a notice of rescindment to OMB for publication in the Federal Register with the following information.

[Name of Agency]

Privacy Act of 1974, System of Records

Agency: [Name of agency and, if applicable, agency component].

Action: Notice of a [New/Modified] System of Records.

Summary: [A plain-language description of the to-be discontinued system].

Dates: [The date on which the agency stopped or will stop maintaining the system of records].

Addresses: [Instructions for submitting comments on the proposal, including an email address or a website where comments can be submitted electronically].

For Further Information Contact: [Instructions for submitting general questions about the discontinued system].

Supplementary Information: [Background information about the proposed system of

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record, including an account of what will happen to the records that were previously maintained in the system and reference to any other SORN that will pertain to the system].

System Name and Number: [The name and number of the system that is being discontinued].

History: [Citation(s) to the last full Federal Register notice that includes all of the elements that are required to be in a SORN, as well as any subsequent notices of revision].

When the applicable system notice has been deleted from the Federal Register, the system manager is responsible for disposing of the records in that system in accordance with the instructions in the Retention and Disposal section of the system notice.

E. Reinstating Suspended, Withdrawn or Terminated System of Records

OPD will create a new SORN, subject to the reporting requirements for a new system, for any system previously suspended, withdrawn or terminated by a component.

14.05.09 Agency, OMB and Congressional Timing Requirements

To enable SSA to meet the OMB 30 day advance notice requirement, OPD processes proposals to establish new/altered systems of records at least 4 to 5 months before planned implementation of the proposal. This allows sufficient time for OPD to review the proposal and to prepare the required documents and obtain the necessary clearances for publication in the Federal Register.

A new or revised SORN is effective upon publication in the Federal Register, with the exception of any new or significantly modified routine uses. As soon as a SORN is published in the Federal Register, SSA may begin to operate the system of records: information may be collected, maintained, and used, and the agency may disclose records pursuant to any of the conditions of disclosure in subsection (b) of the Privacy Act other than a new or significantly modified routine use. Any new or significantly modified routine uses require a minimum of 30 days after publication in the Federal Register before the routine uses are effective and may be used as the basis for disclosure of a record in the system. Although the review period will generally require no more than 30 days, OMB has the discretion to extend the 30-day review period based on the specific circumstances of the proposal.

SSA is required to publish notice of any new or significantly modified routine use sufficiently in advance of the proposed effective date of the routine use to permit time for the public to comment and for the agency to review those comments. In no circumstance is SSA allowed use a new or significantly modified routine use as the basis for a disclosure fewer than 30 days following Federal Register publication.

If SSA receives public comments on a published SORN, SSA is required to review the comments to determine whether any changes to the SORN are necessary. If it is determined that significant changes to the SORN are necessary, SSA must publish a revised SORN; if the changes are significant, or additional routine uses are necessary, SSA must provide an additional 30 day public comment and review period.

14.05.10 Requesting Expedited Review of a New or Modified System of Record

SSA is required to provide adequate advance notice of any proposal to establish or significantly modify a system of records; however, there may be circumstances where it is not feasible for to wait until the 30-day review period has expired to publish a notice in the Federal Register. In such cases, SSA can submit a formal written request from the Senior Agency Official for Privacy (SAOP) to OMB for an expedited OMB review period. The request must demonstrate a specific and compelling need for the expedited review, indicate why SSA cannot meet the established review period, and explain the consequences if the request is not granted. If OMB grants the request for expedited review, we can publish the notice in the Federal Register after the expedited OMB review period.

When OMB does not grant the request for expedited review, the normal OMB review process will proceed. Furthermore, OMB may not waive the explicit requirement in the Privacy Act for a 30 day Federal Register public notice before the adoption of a new or modified routine use, nor may OMB waive the adequate advance notice that is required to Congress.

14.05.11 OPD Receives Notice of New/Altered System of Records

In consultation with the requesting component, OPD prepares the required documents whenever there is a request for a new system of records or altered system. Upon completion of these documents, OPD will submit them to the OGC and the COSS for review, approval and clearance through the Intercomponent Review Draft (IRD) process.

If a component or system manager is unsure whether a group of records constitutes a new system of records or changes to an existing system constitutes an altered system, the component PAC, the requesting component or the system manager should contact OPD for advice.

In instances in which the same or similar changes constituting alterations affect more than one system of records, a single consolidated report may be prepared (e.g., a component is proposing changes to computer installations, communications networks, or information collection, handling, storage, or dissemination practices which may affect multiple systems). The consolidated report identifies each system affected, addresses the overall privacy implication of the proposed changes, and briefly describes any unique impact the proposed changes will have on any specific system. When the various systems of records are not under the jurisdiction of the same system manager, the requesting component should consult with the other system managers and OPD to ensure coordination among all offices.

14.05.12 System of Record Documents to be Sent to OMB and Congress

A. Transmittal Letter

The transmittal letter serves as a brief cover letter accompanying the report. The transmittal letter shall:

- Be signed by the Senior Agency Official for Privacy (SAOP).
- Contain the name, email address, and telephone number of the system manager.
- Contain the agency's assurance that the proposed system of records fully complies with the Privacy Act and OMB policies.
- Contain the agency's assurance that the proposed system of records does not duplicate any existing agency or government-wide systems of records.

B. Narrative Statement

The narrative statement provides a brief overview of the proposed system of records, with references to the other materials in the report without simply restating information provided in those materials. The narrative statement must:

- Describe the purpose(s) for which SSA is establishing or modifying the system of records and explain how the scope of the system is commensurate with the purpose(s) of the system.
- Identify the specific authority (statute or executive order) under which the system of records will be maintained. SSA shall avoid citing authority that is overly general; rather, cite the specific programmatic authority for collecting, maintaining, using, and disseminating the information.
- An evaluation of the probable or potential effect of the proposal on the privacy of individuals whose information will be maintained in the system of records.⁷⁰ If the agency has conducted one or more privacy impact assessment(s) with respect to information technology that will be used to collect, maintain, or disseminate the information in the system of records, the privacy impact assessment(s) will likely provide the information necessary to meet this requirement, and may be submitted in lieu of drafting a separate evaluation.

- Explain how each new or modified routine use satisfies the compatibility requirement of the Privacy Act.
- Identify any information collections approved by OMB or submitted to OMB for approval that will be used to collect information that will be maintained in the system of records, and provide the relevant names, OMB control numbers, and expiration dates. If the request for OMB approval of an information collection is pending, the agency may simply state the name of the collection and the date it was submitted to OMB for review.

C. System of Record Notice (SORN)

The SORN is how SSA informs the public of the existence and nature of systems of records that it maintains. SSA must publish a notice in the Federal Register each time a component proposes to establish a new system of records or make changes to an existing system. The SORN provides specific information about a system of records, including instructions on how an individual can access and obtain a copy of information about them. The system of records may not be operated until the advance notice period has elapsed, unless OMB has waived the requirement for the system. Formatting requirements are detailed further in part 14.05.08, System of Record Notice (SORN) New, Revised, or Rescindment Templates.

D. Exemption Rule.

Any new Privacy Act exemption rules, changes to published exemption rules, or proposed rules that will apply to records in the new or significantly modified system of records.

E. Supplementary Documents.

The supplementary documents include:

- For significantly modified systems, a list of the substantive changes to the previously published version of the notice and/or a version of the previously published notice that has been marked up to show the changes that are being proposed.
- Any other supplementary documents requested by OMB.

The Right to Financial Privacy Act of 1978 (P.L. 95-630)

Manual/Chapter: [General Administration](#) » [Disclosure/Confidentiality of Information](#)

Instruction/Handbook: [GAM 14.07](#)

Audience: General

Level: SSA

Inquiries: [Office of Privacy and Disclosure \(OPD\)](#) | [\[REDACTED\]@ssa.gov](#) | 410-966-6645

Related Instructions: [Office Of The General Counsel \(OGC\)](#) » [Office of Privacy and Disclosure \(OPD\)](#)

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14.07.01 Purpose

The purpose of this Instruction is to provide a general introduction to the Right to Financial Privacy Act (RFPA) of 1978. It gives a summary of the key provisions of the Act, definitions of the Act's terminology and statements of its purpose and scope.

14.07.02 Scope

The RFPA establishes safeguards against invasions of personal privacy with regard to records received from financial institutions. The operative provisions of the RFPA apply to all Federal agencies, including SSA. Also covered are certain nonfederal entities, specifically, financial institutions as defined by the RFPA (see AIMS, GAM 14.07.03).

14.07.03 Definitions

For purposes of this Instruction, the following terms will apply in accordance with the RFPA.

Customer means any person or authorized person or authorized representative of that person who used or is using any service of a financial institution, or for whom a financial institution is acting or has acted as fiduciary, in relation to an account maintained in the person's name.

"Customer" does not include corporations or partnerships of more than five persons.

Financial Institution means any office of a bank, savings bank, card issuer as defined in section 103 of the Consumers Credit Protection Act (15 U.S.C. 1602(n)), industrial loan company, trust company, savings and loan, building and loan, or homestead association (including cooperative banks), credit union, or consumer finance institution, located in any State or territory of the United States, the District of Columbia, Puerto Rico, Guam, American Samoa, or the Virgin Islands.

Financial Record means an original of, a copy of, or information known to have been derived from, any record held by a financial institution, pertaining to a customer's relationship with the financial institution (e.g., bank account numbers, amount in accounts, financial institution copy of SF-1199A).

Government Authority means any agency or department of the United States, or any officer, employee, or agent thereof.

Law Enforcement Inquiry means a lawful investigation or official proceeding inquiring into a violation of, or failure to comply with, any criminal or civil statute or any regulation, rule, or order issued pursuant thereto.

Person means an individual or a partnership of five or fewer individuals.

RFPA means the Right to Financial Privacy Act of 1978 (see [P.L. 96 630, the Right to Financial Privacy Act of 1978](#)).

For other definitions relating to the reimbursement provisions of the RFPA, see [AIMS, MRM 06.17](#), Federal Institution Customer Information and Request Procedures.

14.07.04 Access Provisions

A. General

The RFPA provides five means by which a government authority can obtain access to financial records. Generally, unless one of these specific means of access is used,

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financial institutions may not release any customer information to a government authority. Section 1113 of the RFPA cites some exceptions to this general rule, but it is expected that most of these will not apply to SSA except as discussed in these instructions. The means of access to financial records authorized by the RFPA are as follows:

1. A valid written customer authorization (see [AIMS, GAM 14.07.04 B.](#));
2. An administrative summons or subpoena (see [AIMS, GAM 14.07.04 C.1.](#));
3. A valid search warrant (see [AIMS, GAM 14.07.04 C.2.](#));
4. A judicial subpoena (see [AIMS, GAM 14.07.04 C.3.](#)); or
5. A formal written request (see [AIMS, GAM 14.07.04 C.4.](#)).

B. Access by Customer Authorization

1. Written customer authorization is the primary means by which SSA obtains financial information. All requests with customer authorization made to financial institutions for information from their records about the individual must be made using form [SSA 4641 U2](#) (see [REDACTED]).
2. Form [SSA 4641 U2](#) contains the following as required by the RFPA.
 - A statement that the authorization is valid for a period of not more than 3 months;
 - A statement that the individual has the right to revoke the authorization at any time prior to the actual disclosure;
 - An identification of the financial records to be disclosed (e.g., balance in savings account(s) as of date of application);
 - A statement as to the purpose for which, and the Government agency to which, the information is disclosed; and
 - A statement that the authorization is not required as a condition of doing business with the financial institution.
3. Form [SSA 4641 U2](#) contains the signature of the customer which gives SSA the right to access financial information. It also contains a signed certificate of compliance by the SSA employee processing the claim. This assures the financial institution that the requirements of the RFPA have been complied with and allows the financial institution to disclose customer information.
4. If the financial institution will not accept the certification on the form [SSA-4641-U2](#) , offices should prepare and submit a form Certificate of Compliance in accordance with [AIMS, MRM 06.17](#), Federal Institution Customer Information and Request Procedures.
5. SSA cannot get verifications of income/resources by calling various financial institutions in an area without a written customer authorization. A separate

C. Access by Other Than Customer Authorization

1. ADMINISTRATIVE SUBPOENA OR SUMMONS

- An administrative subpoena or summons can be used to access customer records only if:
 - There is reason to believe that the records are relevant to a legitimate law enforcement inquiry; and
 - A copy of the subpoena or summons has been served on the customer or mailed to his last known address accompanied by a notice stating the nature of the law enforcement inquiry. Section 3405 of the RFPA contains a description of the information to be contained in the notice.
- This method of access requires the above advance notice plus a certification to the bank indicating compliance with the RFPA. The advance notice allows the customer to come into court and challenge the procedure. The RFPA allows the customer 10 days from the date of service or 14 days from the date of mailing of the notice to challenge the procedure. If the customer challenges, then action by SSA must be stopped.
- SSA should allow the customer 7 additional days after the expiration of the statutory 10 to 14 days to receive notice of a challenge before going to the financial institution for the needed record. This will insure that the customer has enough time to file a challenge. Then SSA can be sure it is accurate when certifying to the bank that the RFPA requirements have been met.
- SSA receives notice of a challenge action, the office receiving the notice should notify the SSA Privacy Officer (410 966 6645) who will coordinate further action with the Department of Justice as needed.

2. ACCESS BY SEARCH WARRANT

A government authority can get financial records by search warrant only if obtained pursuant to the Federal Rules of Criminal Procedure. It is not likely that SSA will be using this method of access.

3. ACCESS BY JUDICIAL SUBPOENA

Access by judicial subpoena can be accomplished by much the same means as described in [AIMS, GAM 14.07.04 C.1.](#) for administrative subpoena. Again, it is not anticipated that SSA will be using this method of access, with the possible exception of criminal investigation/prosecutions.

4. ACCESS BY FORMAL WRITTEN REQUEST

The RFPA permits access to records using a formal written request under certain specified circumstances. However, in order to use this method of access, the head of the agency must issue a regulation authorizing the agency to do so. Since SSA has no such regulation, we cannot use this method of access. However, since SSA

has authority to issue an administrative subpoena, it is not anticipated that SSA will need or issue such a regulation.

14.07.05 Use of Information

A. Transfer to Another Federal Agency

1. Financial records obtained pursuant to the RFPFA cannot, in most cases, be transferred to another Federal agency or Department. SSA can usually transfer (i.e., redisclose) such records only if we certify in writing that we believe the records are relevant to a legitimate law enforcement inquiry (see [AIMS, GAM 14.07.05 B](#)).
2. There are instances where SSA must transfer financial information obtained pursuant to the RFPFA to another Federal agency under statutory authority. One example of this kind of transfer is the release of data by SSA to the Department of Agriculture for administration of the Food Stamp Program. This transfer of data is permissible, but the RFPFA provisions for certification and notification to the customer after the transfer (see [AIMS, GAM 14.07.04 B.2](#).) would still apply.
3. Since there are prohibitions regarding the transfer of financial records to other Federal agencies as described above, information received pursuant to the RFPFA should be clearly identified as such.
4. The RFPFA does not apply when financial records in SSA's possession are sought by the General Accounting Office (GAO) for an authorized proceeding, investigation, examination, or audit. If a request for financial information is made by GAO, the SSA component receiving the request should request that GAO cite the applicable statute under which the request is made. If there is a specific statute requiring GAO to perform the audit for which they are requesting the financial records, GAO may have access to these records.

B. Transfer of Records for a Legitimate Law Enforcement Inquiry

1. Any records obtained pursuant to the RFPFA can be transferred to another Federal agency upon certification of transfer for a legitimate law enforcement purpose. The transferring agency/office must prepare the certification before the transfer is made. (See [P.L. 96-630, the Right to Financial Privacy Act of 1978](#) , section 3412 of the RFPFA, for sample language.) Since the certification must explain why the transferred records are needed by the receiving agency, a letter should be obtained from the requesting agency except in routine situations where SSA is initiating the transfer. Where the information requested is contained in a system of records, the systems manager or designee would be the certifying official. In all other cases, the certifying official would be the custodian of the records or designee. The certification should be transferred with the data; SSA will retain copies.
2. Within 14 days of the transfer, SSA must also send the customer a copy of the certification. This notice must state the nature of the law enforcement inquiry.

C. Transfer Within a Federal Agency

The RFPFA does not prohibit transfer of financial information within a Federal agency.

Any such transfer would be subject to the provisions of the Privacy Act; (i.e., information could be shared within SSA on a "need to know" basis).

D. Transfer to State Agencies

The RFPFA does not prohibit the transfer of financial records from Federal agencies to State agencies. Transfers of this nature would be subject to SSA's policies and regulations on disclosure. SSA may redisclose RFPFA information to States pursuant to routine uses, the Freedom of Information Act, etc. However, SSA should not use the State agency as a conduit to get financial information to another Federal agency.

E. Disclosure to a Committee of Congress

The RFPFA permits transfer of financial information to a duly authorized committee or subcommittee of Congress. No certification or notice to the customer is necessary.

F. Duplicate Identical Information

It is SSA's policy that duplicate financial information received from sources other than financial institutions is not subject to the RFPFA. Therefore, duplicate identical information received by SSA can be transferred to another Federal agency subject to SSA's policies on disclosure of information. Of course, no RFPFA-obtained financial information can be transferred at the same time.

14.07.06 Cost Reimbursement

A. General

Effective October 1, 1979, SSA must pay financial institutions for most financial information subject to the RFPFA. The exceptions listed in the RFPFA and governing regulations which do not require payment apply only to certain positions with law enforcement authority.

B. Procedure

The procedures to be followed for the purchase of financial institution customer information can be found in [AIMS](#), [MRM 06.17](#), Federal Institution Customer Information and Request Procedures.

14.07.07 Civil Penalties

A. Liability to the Customer

If SSA gets or transfers financial records or information in violation of the RFPFA, it is liable to the customer to whom the records relate. The amount of the liability is equal to the sum of:

1. \$100.00 without regard to the volume of records involved;
2. Any actual damages sustained by the customer as a result of the disclosure;
3. Damages allowed by a court, if the violation is willful or intentional; and
4. The cost of any successful action to enforce liability including attorney fees as determined by the court.

B. Disciplinary Action

When a court determines that SSA has violated the RFPA and when questions arise as to whether an employee of SSA acted willfully and intentionally in obtaining or transferring information in violation of the RFPA, the Office of Personnel Management (OPM) will promptly begin proceedings to determine if disciplinary action is warranted against the employee. OPM's findings will be submitted to the Office of Human Resources (OHR), and the employee or his representative. OHR will take the corrective action recommended by OPM.

14.07.08 Miscellaneous

A. Direct Receipt of Information

SSA can get financial information directly from the customer if there is a need to do so.

If the customer gets the information from the financial institution and brings it to an SSA office himself/herself, the RFPA does not apply. If the customer asks the financial institution to send the requested information directly to SSA, all RFPA rules as discussed in this circular apply.

B. Unsolicited Data

SSA cannot accept unsolicited data from financial institutions except when the financial institution has information which may be relevant to a possible violation of any statute or regulation. Except for this latter information, we should return any unsolicited material with the notation that we cannot accept the data because it is subject to the RFPA.

C. Oral Information

Any and all information received from financial institutions is subject to the RFPA whether written or oral. SSA can receive information needed over the phone if this is convenient, (i.e., the financial institution has a brief response to SSA's request for information and prefers to phone rather than write the response), but the RFPA restrictions on access, transfer of information, etc., still apply.

D. Court Action Involving a Customer

1. If there is litigation involving a customer and SSA, and financial information is a factor in the action, the RFPA does not apply. In this situation, SSA can get financial records easily. SSA can also transfer financial records needed by counsel in these

2. Any applicable statute of limitation is extended from the time an individual files a motion or application under the RFPA (section 3419) until the time the motion or application is decided.

E. Name and Address Information

A financial institution can disclose the name and address of any customer to SSA, if the disclosure is necessary to the proper administration of title II of the Social Security Act (see [Attachment Section 6050 F. of P.L. 98 21 \(Social Security Amendments of 1983\)](#)). The primary purpose of this exception to the RFPA is to allow SSA to locate beneficiaries who receive their benefits via direct deposit.

NOTE: This exception applies only to title II beneficiaries.

14.07.09 Annual Report to Congress Required by the Right to Financial Privacy Act

1. REIMBURSEMENT OF FINANCIAL INSTITUTIONS

The Act provides that, effective October 1, 1979, financial institutions are to be reimbursed in most instances for reasonable costs directly incurred by them incidental to their compliance to Government requests for access under the RFPA.

2. TRAINING AND REVISING PROCEDURES TO COMPLY WITH THE RFPA

This section of the report should include a discussion of action taken to:

- Train employees concerning RFPA provisions;
- Revise operating procedures (e.g., AIMS, Program Operations Manual System, etc.); and
- Develop and revise standard forms to be used in obtaining records.

3. MONITORING EFFECTS OF THE RFPA ON AGENCY OPERATIONS

This section of the report includes:

- Significant problems (if any) regarding implementation of the RFPA;
- The number of times (if any) that records were requested pursuant to the emergency access procedure, foreign counter-intelligence activities, and the protective functions conducted by the Secret Service; and
- The number of times (if any) that customer notices as required by the RFPA were delayed.

Attachments: [Section 6050 F. of P.L. 98-21 \(Social Security Amendments of 1983\)](#)

[P.L. 96 630, the Right to Financial Privacy Act of 1978](#)

[SSA-4641-U2, Authorization for the Social Security Administration to Obtain Per...](#)

Privacy of Tax Return Information

Manual/Chapter: [General Administration » Disclosure/Confidentiality of Information](#)

Instruction/Handbook: [GAM 14.08](#)

Audience: General

Level: SSA

Inquiries: [Office of Privacy and Disclosure \(OPD\)](#) | [\[REDACTED\]@ssa.gov](#) | 410-966-6645

Related Instructions: [Office Of The General Counsel \(OGC\) » Office of Privacy and Disclosure \(OPD\)](#)

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- [14.08.05 IRC Criminal Sanctions for Noncompliance](#)

14.08.01 Purpose

The purpose of this Instruction is to describe the privacy requirements of the Internal Revenue Code (IRC) with regard to records in the custody of the Social Security Administration (SSA).

14.08.02 Privacy Requirement Terms

A. Jurisdiction of the Internal Revenue Service

SSA's maintenance, use, and disclosure of tax return information is controlled and authorized by the Internal Revenue Service (IRS) under the privacy requirements of section 6103 of the IRC (furnished by the Tax Reform Act of 1976). Since the current wording of these provisions went into effect, IRS has given SSA guidance on what

B. "Tax Return"

The term "tax return" has been interpreted to include (among others) Forms 1040 (including attachments used by SSA, such as Schedule C or F), W-2 (on which employers report annual wages and deductions), W 4 (filed by employees to set their rate of tax withholding), and SS-4 (used by IRS to assign employer identification numbers). Not included, however, are SS 5's (used by SSA to assign Social Security numbers).

C. Filing of "Tax Return" with IRS

The definition of "tax return" requires that the form must have been filed with IRS. IRS has ruled that under the annual wage reporting system, the W 2 is constructively filed with IRS when SSA receives it from the employer. (SSA is considered to be acting as IRS's agent for this purpose.) Therefore the W 2's in SSA's files, and the earnings information taken from them, are covered by the IRC. However, when a claimant gives SSA his/her own copy of a W 2, Form 1040, etc., or furnishes any other information directly to SSA, the information is not covered by the IRC, since the claimant's copy of a tax return (or other information) was not filed with IRS. Similarly, forms SSA 1001 etc., furnished directly to SSA by employers, are not covered, since they are only for SSA's administrative purposes, and not part of the tax reporting system.

D. "Tax Return Information"

The term "tax return information," then, includes any information taken from a document that is considered to be a "tax return" and which was in fact "filed" with IRS (including constructive filing with SSA), and which allows identification of the taxpayer.

E. Common Types of "Tax Return Information"

The types of "tax return information" which SSA personnel most often deal with are individual wages and self-employment income (which includes whether or not any earnings have been posted for a given period), and the identify and address of an individual's employer.

F. Information Outside Scope of "Tax Return Information"

"Tax return information" does not include information derived or calculated from tax return information, e.g., the Primary Insurance Amount, benefit rates, or whether a person is insured for benefits.

G. "Return" and "Return Information"

The terms "return" and "return information" are used with the definitions given in section 6103(b) of the IRC (26 U.S.C. 6103(b)). That section defines "return information" (i.e., tax return information) in such a way as to include essentially any information on (or taken from) any Federal tax return, as long as the information allows identification of the particular taxpayer. The term "return" (i.e., tax return) is defined as "any tax or information return, declaration of estimated tax, or claim for refund," including attachments etc., filed under the IRC.

A. Blanket Prohibition Against Disclosure

The IRC makes a blanket prohibition against disclosure (by IRS or any other party) of tax return information, with a few explicit exceptions spelled out in the IRC.

B. Allowable Disclosures

SSA may disclose tax return information in its records in the following situations:

1. With consent (living taxpayer);
2. When there is a request by a survivor (deceased taxpayer);
3. For SSA's administration of the Social Security Act;
4. For administration of the Aid to Families with Dependent Children program;
5. For child support enforcement;
6. For administration of the Food Stamp program;
7. When SSA is acting as IRS's Agent.

C. Detailed staff guidance concerning these situations and other allowable disclosures is contained in [Program Operations Manual System GN 03320](#) .

14.08.04 Safeguards

SSA must safeguard all return information in its custody against inappropriate or unauthorized access or disclosure. The safeguard procedures must conform to standards set forth in the IRC and in IRS regulations; they are subject to IRS audit. The safeguarding requirements of the IRC itself include a physically secure storage area, restriction of access to those employees with an official need to know, and provisions that authorize IRS to impose additional standards for computer security, physical, and personnel security controls. Further information about these requirements can be found in IRS' Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies and Entities: Safeguards for Protecting Federal Tax Returns and Return Information.

14.08.05 IRC Criminal Sanctions for Noncompliance

The IRC provides both civil and criminal sanctions against agency employees or others who inappropriately disclose tax return information.

A. Section 7431

Section 7431 of the IRC prescribes civil damages for unauthorized inspection or disclosure of federal tax returns and return information. It also provides that, upon conviction, there must be notification to the taxpayer that an unauthorized inspection or disclosure has occurred.

B. Section 7213

Section 7213 of the IRC prescribes criminal penalties for federal and state employees and others who make illegal disclosures of federal tax returns and return information.

Additionally, Section 7213A makes the unauthorized inspection of tax return information a misdemeanor punishable by fines, imprisonment, or both.

Civil and Criminal Liabilities for Violation of Information Laws

Manual/Chapter: [General Administration](#) » [Disclosure/Confidentiality of Information](#)

Instruction/Handbook: [GAM 14.09](#)

Audience: General

Level: SSA

Inquiries: [Office of Privacy and Disclosure \(OPD\)](#) | [\[REDACTED\]@ssa.gov](#) | 410-966-6645

Related Instructions: [Office Of The General Counsel \(OGC\)](#) » [Office of Privacy and Disclosure \(OPD\)](#)

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14.09.01 Purpose

This Instruction outlines the liabilities prescribed for violations of various information laws and their implementing regulations.

14.09.02 The Social Security Act-42 U.S.C.

A. Section 1106(a)

The prohibition against disclosure in section 1106(a) applies to any person coming into possession of the specified information. A person who violates the prohibition against disclosure will be deemed guilty of a felony, and if convicted, will be subject to a penalty of a fine not exceeding \$10,000 for each occurrence of a violation or imprisonment not exceeding 5 years, or both. As it applies to employees of the Social Security Administration (SSA), the implementing regulation (Regulation No. 1) covers all Social Security information about individuals that would normally come into the possession of an employee of SSA in the discharge of his duties. The limitations apply to information obtained orally as well as in writing.

B. Section 1107(b)

Section 1107(b) provides that anyone who misrepresents himself with the intent to elicit information as to another individual's social security account number, date of birth, employment, wages or benefits shall be deemed guilty of a felony and, upon conviction, shall be punished by a fine not exceeding \$10,000 for each occurrence of a violation or by imprisonment not exceeding 5 years, or both.

14.09.03 The Freedom of Information Act-5 U.S.C. 552(a)(4)(F)

Agency officials found by a Federal court to have arbitrarily and capriciously withheld disclosable records may be subject to disciplinary action recommended by the Special Counsel to the Merit System Protection Board. This provision applies only to the "officer or employee who was primarily responsible for withholding the record." In cases where the court decides records were improperly withheld, the court may order the disclosure of the requested records.

14.09.04 The Privacy Act-5 U.S.C. 552a(i)(1)

A. Civil Liabilities of the Agency

1. An individual may invoke a civil action against the Social Security Administration (SSA) via a U.S. district court whenever SSA:
 - Makes a determination not to amend the individual's record as requested (the court may order SSA to amend the record);
 - Fails to make such a determination in accordance with the Privacy Act (PA);
 - Refuses to permit the individual (or the individual and another person of the individual's own choosing) to view the record and obtain a comprehensible copy of it upon request (the court may order disclosure of the record);
 - Fails to acknowledge in writing within 10 working days the receipt of the individual's request for amendment of the record;

- Fails to promptly amend such a record or fails to promptly inform the individual of the reason for the refusal of the amendment and the procedures for him to request a review of that refusal (including the name and business address of the reviewing official) (the court may order amendment of the record);
- Fails to conduct such a review of a refusal to amend within 30 working days after receipt of the request (unless the Commissioner extends this period for a good cause), and if denied upon review, fails to permit an individual to file a concise statement (which will become a part of the record) setting forth his reasons for disagreeing with SSA's refusal to amend the record;
- Does not notify such an individual of the provisions for judicial review;
- Discloses disputed data about which the subject individual has filed a statement of disagreement without telling the recipient about the dispute and without providing him with copies of the individual's statement (SSA may, if it deems it appropriate, furnish recipients of the disputed record with a concise statement setting forth its reasons for not amending the record);
- Fails to maintain an individual's record with such accuracy, relevance, timeliness and completeness as to assure fairness in any determination relating to entitlement to benefits or other rights that may be made on the basis of such a record, when, consequently, a determination is made which is adverse to the individual; and
- Fails to comply with any other provision of the PA, or any rule published there under, in such a way as to have an adverse effect on the individual.

2. In certain cases, the courts may assess against the United States attorney fees and other litigation costs and/or actual damages sustained by the individual.

B. Criminal Liabilities of Agency Employees

For either of the infractions listed below, an employee may be found guilty of a misdemeanor and fined not more than \$5,000.

NOTE: Certain contractors, such as Disability Determination Service (DDS) employees, are considered to be agency employees under the PA.

1. Individuals cannot bring criminal actions against agency employees or agents for alleged violations of the PA. They must convince the Department of Justice (DOJ) that an employee "willfully and knowingly" disclosed information contrary to the act, and then it is up to that Department, if convinced, to prosecute. Because the United States would be the party prosecuting the employee, SSA cannot pay fines or legal fees and neither the Office of the General Counsel nor DOJ can provide legal representation.

2. Agency officials and employees are also liable to criminal penalties for willfully maintaining a system of records without meeting the notice requirements of the PA.

C. Criminal Liabilities of Other Individuals

Any person who knowingly and willfully requests or obtains any individual's record from an agency's system of records under false pretenses may be found guilty of a misdemeanor and may be fined not more than \$5,000.

14.09.05 SSA Privacy Act Regulation- 20 CFR Part 401, Appendix A

Under SSA's PA Regulations, a SSA employee may be subject to disciplinary action for knowing and willful violations of the PA and implementing regulations. An employee may also be disciplined for unknowing or unwillful violations if he had notice of the PA and regulations and failed to inform himself sufficiently or to conduct himself in accordance with the requirements.

14.09.06 Internal Revenue Code (IRC)-26 U.S.C.

The IRC provides both civil and criminal sanctions against agency employees or others who inappropriately disclose tax return information.

A. Section 7213

Section 7213 of the IRC prescribes criminal penalties for federal and state employees and others who make illegal disclosures of federal tax returns and return information.

Additionally, Section 7213A makes the unauthorized inspection of tax return information a misdemeanor punishable by fines, imprisonment, or both.

B. Section 7431

Section 7431 of the IRC prescribes civil damages for unauthorized inspection or disclosure of federal tax returns and return information. It also provides that, upon conviction, there must be notification to the taxpayer that an unauthorized inspection or disclosure has occurred.

14.09.07 Drug Abuse Prevention, Treatment and Rehabilitation Act (21 USC 1175) and the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act (42 U.S.C. 4582)

Any person who violates any provisions of 21 U.S.C. 1175 or 42 U.S.C. 4582 or HHS regulations promulgated there under at [45 CFR Part 2](#) , regarding the confidentiality of alcohol abuse and drug abuse patient records, may be fined as much as \$500 for a first offense and as much as \$5,000 for each subsequent offense.

SSA Privacy Officer Certification of System Procurement Requests and Proposed Contracts

Manual/Chapter: [General Administration](#) » [Disclosure/Confidentiality of Information](#)

Instruction/Handbook: [GAM 14.10](#)

Audience: Headquarters

Level: SSA

Inquiries: [Office of Privacy and Disclosure \(OPD\)](#) | [\[REDACTED\]@ssa.gov](#) | 410-966-6645

Related Instructions: [Office Of The General Counsel \(OGC\)](#) » [Office of Privacy and Disclosure \(OPD\)](#)

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14.10.01 Purpose

The purpose of this Instruction is to provide guidance for components when obtaining the Social Security Administration (SSA) Privacy Officer's certification of system procurement requests (SPRs) for automated data processing resources and of proposed contracts with respect to the Privacy Act. The SSA Privacy Officer has the overall responsibility for SSA privacy coordination to assure SSA's compliance with the Privacy Act (5 U.S.C. 552a). This includes certifying that all Privacy Act requirements have been met when SSA:

- A. Purchases, leases or renews automated data processing (ADP) or telecommunications equipment (both hardware and software) needed for maintaining a Privacy Act system of
- AFSCME Case 000190

B. Contracts with a third party to assist in accomplishing an agency function.

NOTE: A system of records is any grouping of records under the control of SSA from which information is retrieved by the use of a personal identifier such as a name or Social Security number.

14.10.02 Review of System Procurement Requests to Determine Privacy Act Compliance

A. Privacy Requirements Statement

In accordance with regulations issued by the General Services Administration ([Chapter 1, Title 48 CFR Part 24](#)), a SPR must indicate whether or not the equipment/services identified will be used to operate a system of records under the Privacy Act and, if so, that the request complies with all applicable provisions of the Privacy Act. This statement in the SPR constitutes the privacy requirements statement which is certified by the SSA Privacy Officer or by the Executive Director of OPD. (NOTE: To "operate" a system of records includes the maintenance, support, upgrade or enhancement of ADP hardware/software used in connection with a system of records.) [Attachment "Model Privacy Act Requirements Statement"](#) of this Instruction contains a model statement which components should use when preparing the Privacy Act requirements statement. Components should only prepare the statement, not complete it. The statement will be completed by the SSA Privacy Officer upon review of the SPR.

B. Obtaining SSA Privacy Officer Review of SPRs

1. Components requesting a Privacy Act review of a SPR may either mail it to the SSA Privacy Officer at [REDACTED] or email it to [REDACTED]@ssa.gov . While priority attention will be given to all SPRs, no guarantee of "on the spot" certification can be given to components which choose to walk a SPR through the clearance process. Sufficient time must be allowed for proper review (which may involve consultation with other SSA components) by the SSA Privacy Officer and his/her staff.
2. Upon determining that a SPR either complies with the Privacy Act or does not impact on the Privacy Act, the SSA Privacy Officer will provide the appropriate certification and notify the requesting component by telephone and/or email.
3. In situations in which the SSA Privacy Officer determines that the SPR would result in noncompliance with the Privacy Act, the requesting component will be notified in writing of the requirements which must be met before certification can be given. For example, a SPR for equipment/services which would result in the establishment of a new system of records or major changes to an existing system would not be certified. In such cases, there must be prior notification to Congress and the Office of Management and Budget (OMB) in accordance with OMB Circular No. A-108 and AFSCME Case 000191

14.10.03 Review of SSA Contracts to Determine Privacy Act Compliance

A. General

SSA often employs contractors to assist in accomplishing agency functions. In some instances, the duties to be performed by the contractor may involve a system of records. In these instances, we must be sure that all applicable provisions of the Privacy Act have been complied with before information is disclosed to a contractor from a system of records or a contractor collects/maintains personally identifiable information (PII) on behalf of SSA.

B. Obtaining SSA Privacy Officer Review of Proposed Contracts

1. Components requesting contracts involving the collection and/or use of PII must submit proposed statements of work and all pertinent background material to the SSA Privacy Officer ([REDACTED]) for review and certification with respect to the Privacy Act. This should be done prior to submitting procurement requests (PR's) to the Office of Budget, Finance, and Management (OBFM), for contract action. A review at this stage of the development process will identify any Privacy Act deficiencies which must be remedied without causing undue delays later during the clearance process. The review will identify those PR's which will be used to obtain services to support a system of records or to collect, maintain or disseminate information. Additionally, the review will enable the SSA Privacy Officer to determine beforehand whether it would be necessary to publish notices of new systems of records or revisions to existing systems of records in the Federal Register and, as necessary, report to Congress and OMB before a Request for Proposal is released.
2. After reviewing proposed statements of work, the SSA Privacy Officer will make a determination whether a PR does/does not impact on the Privacy Act and provide the appropriate Privacy Act certification (e.g., certify that a PR complies with the Privacy Act or that Privacy Act compliance is not applicable). A copy of the certification must be included as an element of the PR submitted to OBFM for action. PRs which are determined to impact on but fail to comply with the Privacy Act will be returned to the initiating component with specific instructions on what needs to be done before certification can be given. OMBP will not accept for processing any PR which has not been reviewed for Privacy Act compliance and appropriately certified.

14.10.04 Attachment

The Freedom of Information Act

Manual/Chapter: [General Administration » Disclosure/Confidentiality of Information](#)

Instruction/Handbook: [GAM 14.12](#)

Audience: General

Level: SSA

Inquiries: [Office of Privacy and Disclosure \(OPD\)](#) | [\[REDACTED\]@ssa.gov](#) | 410-966-6645

Related Instructions: [Office Of The General Counsel \(OGC\) » Office of Privacy and Disclosure \(OPD\)](#)

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14.12.01 Purpose

This Instruction outlines the major provisions of the Freedom of Information Act (FOIA) and explains the general policies for disclosing information and making documents and records available to the public for inspection and copying.

14.12.02 Major Provisions of the FOIA

- A. The purpose of the FOIA is to provide official notice and guidance to the general public and ensure government accountability to the public. FOIA requires broad public disclosure of information in the possession of Federal executive branch agencies. Each agency must:
1. Publish certain material in the Federal Register.
 2. Index certain material and make both the index and the material available to the public for inspection and copying.
 3. Make all records, with certain exceptions, available to the public upon request.
 4. Determine whether to furnish the requested records within specific time limits.
 5. Establish a schedule of fees to be charged when members of the public request records.
 6. Make an annual report to the Attorney General on FOIA activities.
 7. Prepare a FOIA reference guide describing major information systems and FOIA processes to aid potential FOIA requesters and post it on the agency web site.
- B. This Instruction explains requirements 1-4. For Instructions for requirement 5, fees, AIMS, GAM, SSA.g:14.16, Freedom of Information Act Fees, will be issued at a later date. For requirement 6, the Annual Report to the Attorney General, see [AIMS](#), [GAM](#), [14.15](#), [Freedom of Information Act Reporting and the Annual Report](#).

14.12.03 Publication Requirements

Each Federal agency must publish in the Federal Register basic information regarding the transaction of agency business. This information includes descriptions of the organization, functions and procedures, substantive rules, and statements of general policy, and each amendment, revision, or repeal. See 20 CFR 402.35.

14.12.04 Indexing Requirements

- A. The FOIA requires each Federal agency to maintain and make available for public inspection and copying current indexes to enable the public to identify information including:

1. Final opinions, including concurring and dissenting opinions, as well as orders, made in the adjudication of cases;
 2. Those statements of policy and interpretations which have been adopted by the agency and are not published in the Federal Register;
 3. Administrative staff manuals and instructions to staff that affect a member of the public; and
 4. Records that have been released pursuant to a FOIA request that, because of the nature of their subject matter, the agency determines have become or are likely to be become the subject of subsequent requests for substantially the same records.
- B. Agencies must publish the indexes quarterly, or more frequently, and distribute them (by sale or otherwise) unless the agency determines by order published in the Federal Register that publication is unnecessary and impracticable. In that case, the agency must provide copies of the index on request at a cost not exceeding the direct cost of duplication. The agency may not rely on, use, or cite as a precedent rules affecting members of the public unless they have been indexed and either published or made available for inspection or copying. Agencies must make this index available by telecommunications. SSA publishes the "Index of Administrative Staff Manuals and Instructions" electronically in the FOIA Reading Room on the SSA web site. SSA publishes final decisions and opinions of a precedential nature as Social Security Rulings.

14.12.05 Inspection and Copying Requirements

Requirements

A. General

The FOIA requires Federal agencies to make available for public inspection and copying:

1. Administrative staff manuals and instructions to staff that affect any member of the public,
2. Final opinions and orders made in the adjudication of cases, and
3. Statements and interpretations of policy adopted by the agency and not published in the Federal Register unless these materials are promptly published and offered for sale or are exempt from disclosure under the FOIA. Agencies must make records created on or after November 1, 1996, available to the public by electronic means.

B. Publications Available from the Government Printing Office (GPO)

1. Agencies need not provide copies of documents offered for sale by the GPO. The GPO mailing address is: Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Ordering information is available in the [GPO Online Bookstore](#). The following publications may be purchased from GPO:
 - Compilation of Social Security Laws

- Social Security Regulations (20 CFR, Parts 400 499)
- Social Security Handbook
- SSA Publications on CD ROM
- Social Security Bulletin

2. Although SSA will not provide copies of these documents, some of them are available or will be made available on request, for inspection only, at field offices. Most of these documents are also available on SSA's web site at www.ssa.gov .

C. Inspection of Materials

1. To fulfill the inspection and copying requirements of the FOIA, offices must keep up-to-date copies of the materials listed in 14.12.05.E. Offices need not maintain a separate set of manuals specifically for inspection and/or copying by members of the public. Employees' manuals may be used for this purpose. Offices that do not maintain any hard copy of the materials must permit members of the public to inspect electronic copies on request. Each designated field facility, to the extent permitted by its situation as determined by the manager or official in charge, will provide space and equipment to be used by the public for inspection or copying of materials.
2. If the requester who merely wishes to inspect a manual cannot go to the office maintaining the manual, arrangements may be made for transferring either the manual itself or copies of it to an office convenient to the requester.
3. When an office receives a request to inspect materials it does not maintain that are listed in the "Index of Administrative Staff Manuals and Instructions," the office may request the material from the appropriate central or regional office. For copies of materials maintained in other field offices as listed below in paragraphs F-I, ask the other office by telephone to make copies and mail them either to your office or directly to the requester.

D. Copying of Materials

1. Members of the public may obtain one copy of any material made available to them in SSA facilities under the provisions of the FOIA. If the requester wants more than one copy, he or she must make the additional copies elsewhere.
2. The requester may make a handwritten copy of the material or ask for an employee to photocopy the material. If security considerations permit, the requester may be permitted to use the photocopy machine.

E. Publications Available for Inspection and Copying

The following materials will be made available on request in field offices.

1. Indexes of Administrative Staff Manuals and Instructions (SSA Pub. No. 65-004).
2. Compilation of Social Security Laws (for inspection only—see B. above).

3. Social Security Regulations (for inspection only—see B. above).
4. Program Operations Manual System (POMS) (each office will maintain only the sections normally received).
5. Regional POMS Supplements (offices will maintain the supplements of their own region).
6. Social Security Handbook (for inspection only—see B. above).
7. Index to Hearings, Appeals and Litigation Law (HALLEX) Manual.
8. Program Circulars (RSI/DI/HI/SSI/PI General Series—including regional circulars).
9. Computation and Benefit Tables – this is in POMS, but not on the CD ROM.
10. SSA Organization Structure – this may be accessed in sections through the [SSA website](#) .
11. The [FOIA Guide](#) is available online.

F. Materials Available in Specific Field Offices

The following material will be maintained in specific offices as noted below.

1. Health Information materials—as directed by the Center for Medicare and Medicaid Services (CMS) (formerly HCFA). The [Medicare Participating Physicians Directory](#) is now available on the CMS website.
2. State and Local Coverage Handbook for the Social Security Administration and State Social Security Administrators (SSA Pub. No. 16 055)— offices in State capitols.

G. Materials Available in the Office of Disability Adjudication and Review (ODAR) Field Offices

1. The ODAR field offices maintain the following publications:
 - Compilation of Social Security Laws
 - Social Security Regulations
 - Social Security Rulings and Acquiescence Rulings
 - Title 5, U.S. Code with Supplement
 - Hearings, Appeals, and Litigation Law (HALLEX) Manual (SSA Pub. No. 70-074)
 - Social Security Handbook
2. These publications will be made available for inspection, but SSA is not required to provide copies (see B. above). Hallex is offered for sale on CD ROM through the [National Technical Information Service \(NTIS\)](#) .

H. Materials available in each SSA Office of the Regional Commissioner, Assistant Regional Commissioner, Management and Operations Support

1. RSI Program Circulars
2. RSI Regional Supplements to the POMS
3. DI Program Circulars
4. DI Regional Supplements to the POMS
5. SSI Program Circulars
6. SSI Regional Supplements to the POMS
7. Regional Systems Program Circulars

I. Materials available in the SSA Regional Offices, Office of Quality Performance

1. Quality Performance Manuals

14.12.06 Disclosure Requirements

A. General

The FOIA requires each Federal agency to disclose its records, with certain exceptions, to members of the public, upon receiving a request that reasonably describes the records and is made in accordance with published rules. The requirement for the description of the records is intended to ensure that the agency will be able to locate the requested records.

B. Agency Records

1. Agency records are records that are:
 - Either created or obtained by the agency, and
 - Under agency control at the time of the request.
2. The term includes information in any format, including an electronic format. It includes:
 - Books,
 - Brochures,
 - Punch cards,
 - Magnetic tapes,
 - Paper tapes,
 - Sound recordings,

- Maps,
- Pamphlets,
- Photographs,
- Slides,
- Motion pictures, or
- Other documentary materials, regardless of physical form or characteristics.

C. Information Exempt From Disclosure

1. The FOIA exempts from disclosure nine categories of information. An agency can withhold a government record only to the extent that the material is exempt under one of these categories. If a record contains both exempt and non exempt information, the agency will delete the exempt material and disclose the rest of the information, unless the record is specifically exempt from disclosure by statute. The nine exemptions apply to records that are:

- National security information concerning the national defense or foreign policy, provided that it has been properly classified in accordance with the requirements of an executive order. As of October 14, 1995, the executive order in effect is Executive Order 12958, which replaced Executive Order 12356 issued in 1982. (SSA does not have any classification authority under these executive orders.)
- Related solely to the internal personnel rules and practices of an agency.
- Specifically exempted from disclosure by statute. The statute must either require that the material be withheld in such a manner as to leave no discretion on the issue or establish particular criteria for withholding or refer to particular types of matters to be withheld.
- Trade secrets and commercial or financial information obtained from a person. Both the trade secrets and the commercial or financial information must be privileged or confidential.
- Inter agency or intra agency communications that would not be available by law to a party other than an agency in litigation with the agency.
- Personnel files, medical files, and similar files the disclosure of which would constitute a clearly unwarranted invasion of personal privacy.
- Records or information compiled for law enforcement purposes, but only to the extent that the production of the records or information:
 - Could reasonably be expected to interfere with enforcement proceedings.
 - Would deprive a person of a right to a fair trial or impartial adjudication.

- Could reasonably be expected to constitute an unwarranted invasion of personal privacy.
 - Could reasonably be expected to disclose the identity of a confidential source, including a State, local, or foreign agency or authority or any private institution which furnished information on a confidential basis, and, in the case of a record or information compiled by a criminal law enforcement authority in the course of a criminal investigation, or by an agency conducting a lawful national security intelligence investigation, information furnished by a confidential source.
 - Would disclose techniques and procedures for law enforcement investigations or prosecutions, or would disclose guidelines for law enforcement investigations or prosecutions if such disclosure could reasonably be expected to risk circumvention of the law.
 - Could reasonably be expected to endanger the life or physical safety of any individual.
- Certain reports prepared in connection with the regulation or supervision of financial institutions.
 - Certain geological and geophysical information and data related to wells.
 - SSA most frequently uses exemptions 2, 3, 4, 5, 6 and 7. Later sections of this Instruction discuss these in more detail. SSA is not likely to have records subject to exemptions 1, 8, or

D. Segregable Portions

For exemptions 2, 4, 5, 6 and 7, but not for exemption 3, segregability requirements apply. This means that we cannot withhold an entire record because a portion of it may be exempt from disclosure. We must consider a record section by section, and frequently line by line, to determine which sections must be disclosed and which can be withheld.

E. Requests from Members of Congress

SSA receives many requests from Members of Congress. These may relate to a specific or general legislative function, or the Member may be inquiring on behalf of a constituent, or even as a matter of a Member's primary personal interest. The FOIA specifically prohibits relying on one of its exemptions to withhold information from the Congress; however, a request from a Member of Congress is not always a request from the Congress.

1. Request on Behalf of the Congress

A Member of Congress may request information on behalf of the Congress through a committee or subcommittee. If so, the request is being made on behalf of the Congress in pursuit of its official duties; do not consider it a FOIA request. Do not

2. Request on Behalf of a Constituent

If an individual Member of Congress makes a request on behalf of a constituent, we may disclose the information that the constituent is entitled to receive under FOIA or the Privacy Act and charge fees accordingly. (See POMS GN 03311.005 and GN 03313.105)

3. Request from Member as a Matter of Personal Interest

An individual Member of Congress may request records as a matter of personal interest. The member is entitled to the same information from our records that any member of the public may receive under FOIA (or the Privacy Act if the Member is requesting his or her own records). Charge fees accordingly.

F. Effect of Prior Disclosure

1. For exemptions 2, 4, 5, 6 and 7, but not for exemption 3, the agency may lose the right to invoke a FOIA exemption and withhold requested material if it was previously disclosed. However, an unauthorized disclosure or leak generally does not constitute waiver of an exemption. If the agency previously disclosed material that we now believe should be withheld, we must thoroughly analyze the circumstances of the prior disclosure.
2. Prior disclosure of exemption 3 material never waives this exemption. Since this exemption refers back to another law forbidding disclosure, we can only release the material in accordance with that law. If material has been released illegally, any subsequent illegal release of the same material would be another violation of law.

14.12.07 Exemption 2 - Internal Personnel Rules and Practices

Exemption 2 of the FOIA exempts from disclosure records "related solely to personnel rules and practices of an agency." This exemption encompasses two distinct categories of information, which have become known as "low 2" and "high 2," respectively.

A. "Low 2" Internal Matters of a Relatively Trivial Nature

Only records concerning routine personnel rules or internal practices of the agency (as defined below), such as use of parking facilities or the regulation of lunch hours can be protected under "low 2". To apply "low 2", there must be no genuine and significant public interest. This was intended to relieve agencies of the burden of assembling and providing access to records in which the public could not reasonably be expected to have an interest.

1. Routine means something that happens the same way all the time.

2. Internal means applying only to employees and not affecting the public in any way.
3. Personnel means the information must concern employees.
4. Personnel matters that are of some public interest or are not routine are likely to be released. Examples of non-routine personnel matters would be standards of conduct, grievance procedures, and Senior Executive Service (SES) performance objectives. See the section of this Instruction dealing with exemption 6 for a discussion of the factors to consider in determining whether there is a legitimate public interest in the material.

B. Non Personnel Administrative Data

Exemption 2 may also cover trivial matters not related to personnel. However, to withhold non personnel material under this exemption, agencies must be able to show that disclosure would impose an unwarranted administrative burden. In addition, for exemption 2 to apply, there must be no legitimate public interest in the material. Agencies must use a low threshold in determining whether there could be public interest in particular material. This is the only exemption in the FOIA with a conceptual underpinning totally unrelated to any harm caused by disclosure. Rather, it is aimed at avoiding the sheer administrative burden that FOIA processing can impose. An example of trivial administrative matters within the scope of this exemption would be filing and routing instructions.

C. "High 2"

"High 2" protects records concerning internal administrative and personnel matters to the extent that disclosure would risk circumvention of a statute or agency regulation or impede the effectiveness of any agency's law enforcement activities. "High 2" material is more substantial in nature than the routine information protected by "low 2".

1. The information must concern internal rules and practices established for agency personnel.
2. The disclosure of the information must facilitate fraud or law breaking of some kind while increasing the likelihood of avoiding detection.
3. It is irrelevant whether there is a public interest.
4. Examples of material "high 2" protects:
 - Criteria and materials to assist in recognition of fraudulent Citizenship and Immigration Service (USCIS) documents.
 - Security review of a field office, including details of where the wires are in the ceiling, where the petty cash is kept, where the keys are, and who comes in early.
 - Information related to the physical security of facilities, employees and clients, such as physical security documents, security alarm systems, device configuration, security action plans, floor plans, evacuation routes, utilities and guards.

- Guidelines for conducting investigations.
- Material used in the selection of management interns or similar program participants, including the topics used for the writing exercises and the group discussion questions. The release of this material could compromise the integrity of the selection process. However, we may have to release the training materials given to observers before the interviews, including the instructions to be read aloud to the candidates.

14.12.08 Exemption 3 - Disclosure Prohibited by Other Laws

A. General

1. Exemption 3 of the FOIA protects information "specifically exempted from disclosure by statute." However, the FOIA only allows withholding information prohibited from disclosure by a statute which:
 - Requires that the matters be withheld from the public in such a manner as to leave no discretion on the issue, or
 - Establishes particular criteria for withholding or refers to particular types of matters to be withheld.
2. In general, only Federal statutes, but not Executive Orders, Regulations, or State laws, can trigger exemption 3.

B. Tax Return Information

1. The statute that SSA uses most often in applying exemption 3 is 26 U.S.C. 6103, the Internal Revenue Code. This law applies to tax return information filed with the Internal Revenue Service (generally found in SSA's earnings record information). It applies to records of individuals, either living or deceased, and companies. This information includes:
 - the name and address of the employer,
 - the amount of earnings reported,
 - the dates for which earnings are reported, and
 - whether or not earnings were reported for a specific period. (The disclosure that no earnings were reported may be a disclosure that the employer did not file a tax return for that employee.)
2. Tax return information does not include statements from an individual about how much he or she earned in a particular period, or statements SSA received directly from an employer about the amounts an individual earned. This type of statement is most commonly found in a claim file.

C. Other Statutes

Other statutes SSA uses when applying exemption 3 are:

1. 42 U.S.C. § 290dd-3 - Alcohol and drug abuse patient treatment records
2. 42 U.S.C. § 290ee-3 - Drug abuse patient records
3. 42 U.S.C. § 260(d) - Drug addict voluntary commitment records
4. 42 U.S.C. § 242a - Alcohol and drug abuse research subject identities
5. 42 U.S.C. § 405(r) - Death information obtained from matching programs with States
6. 41 U.S.C. § 253b(m) — Proposals of unsuccessful offerors submitted in response to a solicitation for a competitive proposal, and proposals of successful offerors to the extent that they are not set forth or incorporated by reference in the contract
7. 5 U.S.C. § 7114(b)(4) — Federal Service Labor Management Relations Statute
8. Rule 6(e) of the Federal Rules of Criminal Procedure — matters occurring before a grand jury

D. Statutes That Do Not Meet the Requirements for Exemption 3

1. Privacy Act (5 U.S.C. 552a)

The question of whether certain sections of the Privacy Act can serve as an exemption 3 statute was a controversial issue at one time. The courts that considered this question had decided both ways. However, in 1984, Congress amended what is now subsection (t) of the Privacy Act (5 U.S.C. 552a (t)) to explicitly state that the Privacy Act is not an exemption 3 statute.

2. Section 1106 of the Social Security Act (42 U.S.C. 1306)

This statute cannot be considered an exemption 3 statute because it gives the agency wide discretion to enact regulations specifically permitting disclosure.

3. Trade Secrets Act (18 U.S.C. 1905)

The prohibition against disclosure is not absolute and agency regulations can provide the necessary authority for release. The statute does not channel the discretion of agency decision makers or define the material within its scope.

14.12.09 Exemption 4 - Proprietary Information

A. General

1. Exemption 4 of the FOIA was intended to protect primarily the interests of commercial entities that submit information to the government. The exemption covers two categories of information in Federal agency records: