

**COMPUTER MATCHING AGREEMENT
BETWEEN
THE SOCIAL SECURITY ADMINISTRATION
AND
THE BUREAU OF THE FISCAL SERVICE
DEPARTMENT OF THE TREASURY**

**Effective: April 1, 2016
Expires: September 30, 2017
(Match 1304)**

I. Purpose

This computer matching agreement between the Social Security Administration (SSA) and the Bureau of the Fiscal Service, Department of the Treasury (Fiscal Service) sets forth the conditions, terms, and safeguards under which Fiscal Service will disclose ownership of Savings Securities to SSA. This disclosure will provide SSA with information necessary to verify an individual's self-certification of his or her financial status to determine eligibility for low-income subsidy assistance (Extra Help) in the Medicare Part D prescription drug benefit program established under the Medicare Prescription Drug, Improvement, and Modernization Act of 2003 (Pub. L. No. 108-173).

This agreement does not relate to nor in any way changes any other data exchange agreement between Fiscal Service and SSA. This agreement is separate and distinct for the purpose described above.

II. Legal Authority

Section 1860D-14 of the Social Security Act (Act) (42 U.S.C. § 1395w-114) requires SSA to verify the eligibility of an individual who seeks to be considered as an Extra Help eligible individual under the Medicare Part D prescription drug benefit program and who self-certifies his or her income, resources, and family size.

Fiscal Service and SSA execute this agreement in compliance with the Privacy Act of 1974 (5 U.S.C. § 552a), as amended by the Computer Matching and Privacy Protection Act of 1988, and the regulations and guidance promulgated thereunder.

III. Definitions

“Savings Securities” means Series E, EE, or I United States Savings Securities including both paperless book entry securities and paper U.S. savings bonds.

“Medicare Part D” means a voluntary prescription drug benefit program for all individuals eligible for Medicare Part A, Part B, or both, under which the individuals would pay a monthly premium for coverage, deductibles, and copayments to help purchase covered prescription drugs.

“Savings security alert” means documents (alerts) generated for matched records when the match detects ownership of savings security instruments.

“Definitive records” means the actual securities issued in engraved or printed (paper/card) physical form; sometimes called “live” bonds.

“Book entry records” means a security maintained as a computer record (rather than in paper form) on the records of a bank or Fiscal Service.

“Return date of the finder file” means the year and the month used to calculate the redemption value of securities on the finder file.

“Extra Help,” means the low-income subsidy assistance Medicare beneficiaries receive under the Medicare Part D prescription drug program if they have limited income and resources. SSA certifies to the Department of Health and Human Services that an individual can receive Extra Help to pay for Medicare Part D prescription drug costs such as monthly premiums, annual deductibles, and prescription co-payments.

IV. Responsibilities of the Parties

A. SSA

1. The Office of Privacy and Disclosure is the responsible component for SSA.
2. SSA will provide Congress and the Office of Management and Budget (OMB) with notice of this program and will publish the required matching notice in the Federal Register (FR).
3. SSA will provide Fiscal Service with the Social Security number (SSN) of each individual for whom SSA requests Savings Securities information.
4. SSA will use Fiscal Service’s data to determine certain individuals’ eligibility for Extra Help.

B. Fiscal Service

1. Treasury Securities Services is the responsible component for Fiscal Service.
2. Fiscal Service will disclose ownership of Savings Securities to SSA for each individual requested.

V. Justification and Anticipated Results

A. Justification

SSA is required to determine, on a pre-enrollment basis, the potential eligibility of Extra Help applicants for the Medicare Part D prescription drug benefit program. Applicants are only required to make attestations under penalty of perjury. SSA is responsible for verifying all claims of income and resources.

Both parties to this agreement have determined that a computer matching program is the most efficient, expeditious, and effective means of obtaining and processing the income and resource information required to determine, on a pre-enrollment basis, an individual's eligibility for Extra Help. SSA uses this information to verify an individual's certified statement of income and resources. The matching program will result in cost-savings for SSA, reduce the enrollment burden on Medicare beneficiaries, and expedite the enrollment process. Conducting the verification of individuals' self-certified financial status using results of computer matching is believed to be the most efficient and comprehensive method of collecting and comparing this information. SSA cannot accomplish the same purpose with the same degree of efficiency with any other available administrative activity.

B. Anticipated Results

Based upon the evaluation of the match for the period October 2013 through September 2014, SSA reduced its workload by 36,645 manual verifications due to this computer match, resulting in an estimated savings of \$1.2 million. SSA estimates that the total cost of matching with Fiscal Service in fiscal year (FY) 2014 was \$58,487. The benefit-to-cost ratio for this matching operation is 19.72:1. See Attachment 1 for the full Cost Benefit Analysis.

VI. Description of Records to be Matched

A. Specified Data Elements for Definitive Records

1. SSA will furnish Fiscal Service with the Social Security number (SSN) for each individual for whom SSA requests Savings Securities ownership information.
2. When a match occurs on an SSN, Fiscal Service will disclose the following to SSA:
 - a) the denomination of the security;
 - b) the serial number;
 - c) the series;
 - d) the issue date of the security;
 - e) the current redemption value; and
 - f) the return date of the finder file.

B. Specified Data Elements for Book Entry Records:

1. SSA will furnish Fiscal Service with the SSN, in the format specified in Attachment 2 of this agreement, for each individual for whom they request Savings Securities registration information. Fiscal Service bases the query on the SSN associated with the account and reports any subsequent account holdings.
2. When a match occurs on an SSN, Fiscal Service will disclose the following:
 - a. the purchase amount;

- b. the account number and confirmation number;
- c. the series;
- d. the issue date of the security;
- e. the current redemption value; and
- f. the return date of the finder file.

C. Systems of Records

SSA will provide Fiscal Service with a finder file consisting of SSNs extracted from SSA's Medicare Database (MDB) File System. The MDB File System is a repository of Medicare applicant and beneficiary information related to Medicare Part A, Part B, Medicare Advantage Part C, and Medicare Part D. SSA may disclose data from the MDB System pursuant to the "Medicare Part D and Part D Subsidy File" (60-0321), fully published at 71 FR 42159 on July 25, 2006 and amended at 72 FR 69723 on December 10, 2007.

Fiscal Service will match the SSNs in SSA's finder file with the SSNs in Fiscal Service Savings Securities Registration Systems and return the formatted comparison file as indicated in Attachment 2. These records reside in the systems of records Treasury/BPD.002, "United States Savings-Type Securities Treasury/BPD" and Treasury/BPD.008, "Retail Treasury Securities Access Application-Treasury/BPD" fully published at 73 FR No. 142, pages 42904-2491 on July 23, 2008.

D. Number of Records

The number of people who file for Extra Help determines the number of records matched each year. Fiscal Service will perform the automated matching with its computer systems and provide the response file to SSA no later than five business days from date of receipt of SSA's finder file. This agreement covers the following matches:

1. Screening for Potential Recipients:

This screening will involve an ongoing weekly match with file sizes varying from 13,000 to 140,000 records containing applicants and those recipients who notify SSA of a change.

2. Screening to Confirm Eligibility:

SSA and Fiscal Service perform an ongoing yearly match of approximately two million recipients to confirm eligibility of individuals receiving Medicare Part D subsidies. The agencies accomplish this match by substituting the yearly master file for one of the ongoing weekly files, not a separate submission.

VII. Accuracy Assessments

Upon automated data entry, Fiscal Service computer systems edit SSNs for proper format and accuracy. However, Fiscal Service has no way to validate that SSNs on its

registration records belong to the first-named owners of Savings Securities. SSA will follow verification procedures described in this agreement. Based on internal consistency checks and SSN/name verification procedures, SSA estimates that at least 99 percent of the name and SSN information on SSA records is accurate.

VIII. Procedure for Individualized Notice

SSA will provide direct notice, in writing, to all individuals at the time of their application for Medicare benefits that SSA will compare their records against those of other agencies to verify eligibility. SSA provides similar notices periodically to all recipients at least once during the life of the match. SSA will also publish a notice of this matching program in the FR, in accordance with the requirements of the Privacy Act and OMB guidelines.

IX. Verification Procedure and Opportunity to Contest

- A. Before making an unfavorable decision on an Extra Help application or redetermination based on the information received from Fiscal Service, SSA will provide a written, Pre-Decisional Notice (for initial Extra Help applications) or Notice of Planned Action (for redeterminations) to each individual for whom SSA decides such adverse action is necessary. The notice will inform the individual of the match findings and provide the following information:
1. SSA has received information from Fiscal Service pertaining to ownership of Savings Securities that will have an adverse effect on the individual's eligibility for Extra Help;
 2. The effective date of any adjustment;
 3. The individual has 10 days from the date of the notice to contest any adverse decision and submit evidence, if required, to support a decision that full or partial subsidy should be awarded before SSA takes any adverse action because of the comparison information; and
 4. Unless the individual responds to contest the proposed adverse action in the required 10-day time period, SSA will conclude that the data provided by Fiscal Service is correct, and will make the necessary determination of eligibility for Extra Help. SSA permits further appeals of adverse actions as described in applicable instructions and regulations.
- B. If the applicant disputes the evidence, SSA will obtain a signed authorization from the Extra Help applicant for release of Fiscal Service's records and will contact Fiscal Service through the SSA field office in Parkersburg, West Virginia. SSA advises other field offices not to contact Fiscal Service directly or refer individuals to Fiscal Service. Additionally, SSA will ensure that:
1. The authorization form sent to Fiscal Service bears the individual's original signature, as Fiscal Service will not accept photocopies;

2. If a representative payee signs an authorization, SSA will annotate the authorization to indicate that SSA reviewed its records and the signatory is a valid representative payee; and
 3. SSA will not release copies of the savings security alert to individuals unless Fiscal Service or the applicant has verified ownership.
- C. If Fiscal Service's records indicate that the individual's name appears on the security, Fiscal Service will provide a copy of the record to SSA. If the individual's name is not on Fiscal Service's records, Fiscal Service will indicate that it has no record for the individual and provide that indicator to SSA. SSA will take no further action with respect to security ownership if Fiscal Service indicates the individual has no record.

X. Procedures for Retention and Timely Destruction of Identifiable Records

- A. SSA will retain the electronic files received from Fiscal Service only for the period required for any processing related to the matching program and will then return the files to Fiscal Service or destroy them by means of electronic erasure.
- B. SSA must retain some information on particular individuals, which this matching program will generate, in order to meet evidentiary requirements. If such retention is warranted, SSA will retire identifiable records in accordance with the applicable Federal Records Retention Schedules (44 U.S.C. § 3303a).
- C. Fiscal Service may retain one copy of the information provided to SSA as Fiscal Service's record of disclosure as required by section 552a(c) of the Privacy Act.

XI. Security Procedures

SSA and Fiscal Service will comply with the requirements of the Federal Information Security Management Act (FISMA), 44 U.S.C. §§ 3541-3549, as amended by the Federal Information Security Modernization Act of 2014 (Pub. L. 113-283); related OMB circulars and memoranda, such as Circular A-130, "Management of Federal Information Resources" (Nov. 28, 2000), and Memorandum M-06-16, "Protection of Sensitive Agency Information" (June 23, 2006); National Institute of Standards and Technology (NIST) directives; and the Federal Acquisition Regulations, including any applicable amendments published after the effective date of this agreement. These laws, directives, and regulations include requirements for safeguarding Federal information systems and personally identifiable information (PII) used in Federal Agency business processes, as well as related reporting requirements. Both agencies recognize and will implement the laws, regulations, NIST standards, and OMB directives including those published subsequent to the effective date of this agreement.

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

A. Loss Reporting

If either SSA or Fiscal Service experiences a loss of PII provided by SSA or Fiscal Service under the terms of this agreement, the agency that experience the loss will follow the OMB loss reporting guidelines (OMB M-06-19, “Reporting Incidents Involving Personally Identifiable Information and Incorporating the Cost for Security into IT Investments” and OMB M-15-01, Fiscal Year 2014-2015, “Guidance on Improving Federal Information Security and Privacy Management Practice”). In the event of an incident involving the loss or potential loss of PII, the agency experiencing the event is responsible for following its established procedures, including notification to the proper organizations, such as the United States Computer Emergency Readiness Team (US-CERT). In addition, the agency experiencing the loss of PII will notify the other agency’s Systems Security Contact named in this agreement. If Fiscal Service is unable to speak with the SSA Systems Security Contact within one hour or if for some other reason notifying the SSA Systems Security Contact is not practicable (e.g., it is outside of the normal business hours), Fiscal Service will call SSA’s National Network Service Center toll free at 1-877-697-4889. If SSA is unable to speak with Fiscal Service’s Systems Security Contact within one hour. SSA will immediately contact the IT Service Desk for Fiscal Service’s computer systems, at (304) 480-7777.

B. Breach Notification

SSA and Fiscal Service will follow PII breach notification policies and related procedures as required by OMB M-07-16 (May 22, 2007). If the agency that experienced the breach determines the risk of harm requires notification to affected individuals and/or other remedies, that agency will carry out these remedies without cost to the other agency.

C. Administrative Safeguards

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

A. Physical Safeguards

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

D. Technical Safeguards

SSA and Fiscal Service will process the data matched and any data created by the match under the immediate supervision and control of authorized personnel in a manner that will protect the confidentiality of the data, so that unauthorized persons cannot retrieve any data by computer, remote terminal, or other means. Systems personnel must enter personal identification numbers when accessing data on the agencies' systems. SSA and Fiscal Service will strictly limit to those electronic data areas necessary for the authorized analyst to perform his or her official duties.

E. Application of Policy and Procedures

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

F. Onsite Inspection

SSA and Fiscal Service have the right to monitor the other party's compliance with FISMA and OMB M-06-16 requirements. Both agencies have the right to make onsite inspections for auditing compliance, if necessary, during the duration or any extension of this agreement.

XII. Records Use, Duplication, and Redislosure Restrictions

SSA and Fiscal Service will adhere to the following limitations on the access to and disclosure of information provided by this agreement:

- A. The files provided by both agencies as part of the matching program will remain the property of the providing agency. (See Article X above regarding retention and timely destruction of records.)
- B. SSA will use the data supplied by Fiscal Service and the records created by the match only for the purposes described in this agreement.
- C. Neither SSA nor Fiscal Service will extract information from the file provided by the other agency for any purpose not specified in this agreement. Other than for purposes of this matching program, neither SSA nor Fiscal Service will create a separate file or system that consists of information concerning only those individuals who are involved in the specific matching program.
- D. Neither SSA nor Fiscal Service will duplicate or redisclose the data or records provided by the other agency without the written permission of the agency providing the data or records. Neither agency will give such permission unless the redislosure is required by law or is essential to the conduct of the matching program. In such cases, the agency proposing to redisclose the data or records must specify in writing

the data or records that would be redisclosed, to whom they would be redisclosed, and the reasons that justify such redisclosure.

XIII. Comptroller General Access

The Government Accountability Office (Comptroller General) may have access to all Fiscal Service and SSA records, as necessary, in order to verify compliance with this agreement.

XIV. Reimbursement

All work performed by Fiscal Service in accordance with this agreement will be performed on a reimbursable basis. Fiscal Service bases the billing on the actual cost of providing data to SSA. Billing will be at least quarterly, and may be monthly during the last quarter of the fiscal year. Actual costs may be higher or lower than the estimate. SSA will transfer funds to Fiscal Service, in the form of progress or periodic payments, on at least a quarterly basis, for FY 2016 to support Fiscal Service's activities under this agreement. Transfers of funds will be by means of the Intra-Governmental Payment and Collection (IPAC) system. Fiscal Service will cite the SSA Intra-Agency Agreement number on all IPAC submissions.

At least quarterly, but no later than 30 days after an accountable event, Fiscal Service must provide SSA with a performance report (e.g., 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 the agreement. A Form SSA-429, Inter-Agency Data Sheet (including accounting information with appropriation symbols and agency locations codes), and Treasury's Forms 7600A and 7600B must be signed by both agencies prior to the initiation of any services of this agreement. Since the cost of services provided to SSA under this agreement spans multiple fiscal years, SSA will prepare a new Form SSA-429 at the beginning of each succeeding fiscal year during which SSA will incur costs for the performance of services provided as described herein. The parties will sign such form on or before the commencement of the fiscal year. Both parties must approve an amended Form SSA-429 if actual costs exceed the estimated cost. SSA's incurring of costs for fiscal years beyond 2013 is subject to the availability of funds.

XV. Duration, Modification, and Termination of the Agreement

A. Effective Date

The effective date of this agreement is April 1, 2016; provided that the following notice periods have lapsed: 30 days from the date SSA publishes a Computer Matching Notice in the FR; 40 days from the date of the matching program notice that is sent to the Congressional committees of jurisdiction under 5 U.S.C. § 552a(o)(2)(A); and 40 days from the date of the matching program notice that is sent to OMB.

B. Duration

This agreement will be in effect for a period of 18 months, expiring on September 30, 2017.

C. Renewal

The Data Integrity Boards (DIB) of Treasury and SSA may, within 3 months prior to the expiration of this agreement, renew this agreement for a period not to exceed 12 months if Fiscal Service and SSA can certify to their DIBs that:

1. the matching program will be conducted without change; and
2. Fiscal Service and SSA conducted the matching program in compliance with the original agreement.

If either agency does not want to continue this program, that agency must notify the other agency of its intention not to continue at least 90 days before the end of the period of the agreement.

D. Modification

The agencies may modify this agreement at any time by a written modification, agreed to by both agencies and approved by the DIB of each agency.

E. Termination

The agencies may terminate this agreement at any time with the consent of both agencies. Either agency may unilaterally terminate this agreement upon written notice to the other agency requesting termination, in which case the termination will be effective 90 days after the date of such notice or at a later date specified in the notice.

XVI. Disclaimer

SSA will not accept responsibility for reimbursement of late fees or other costs incurred due to the negligence of the servicing agency in complying with its obligations to third party contractors.

XVII. Dispute Resolution

Disputes relating to this agreement will be resolved in accordance with instructions provided in the Treasury Financial Manual Volume I, Part 2, Chapter 4700, Appendix 10.

XVIII. Integration Clause

This computer matching agreement; Attachments 1 and 2; and the accompanying Forms SSA-429, 7600A and 7600B constitute the entire agreement of the parties with respect to its subject matter and supersedes all other data exchange agreements between the parties that pertain to the disclosure of Savings Securities data for the purposes described herein.

There have been no representations, warranties, or promises made outside of this agreement. This agreement takes precedence over any other documents that may be in conflict with it.

XIX. Persons to Contact

A. The Fiscal Service Contacts are:

1. Program Issues - Office of Retail Securities

Paula Gainer
Director, Resource Management Staff
Treasury Securities Services
200 Third Street, Room #T5-13
Parkersburg, WV 26101-5312
Telephone: (304) 480-8497/Fax: (304) 480-7415
Email: Paula.Gainer@fiscal.treasury.gov

Larry Coon
Program Analyst
Resource Management Staff
Treasury Securities Services
Bureau of Fiscal Service
200 Third Street, Room #T5-116
Parkersburg, WV 26101-5312
Telephone: (304) 480-6609/Fax: (304) 480-7415
Email: Larry.Coon@fiscal.treasury.gov

Don Menarchek
Financial Systems Analyst
Division of Business Systems - Retail
Treasury Securities Services
Bureau of the Fiscal Service
200 Third Street, Room #T5-H19
Parkersburg, WV 26106-1328
Telephone: (304) 480-8554/Fax: (304) 480-8575
Email: Don.Menarchek@fiscal.treasury.gov

2. Privacy Act/Computer Matching Act

David Ambrose
Chief Privacy Officer
Bureau of the Fiscal Service
3700 East-West Highway, Room #126-3F
Hyattsville, MD 20782
Telephone: (202) 874-6488
Email: David.Ambrose@fiscal.treasury.gov

Stacy Cahill
Chief Information Security Officer
Bureau of the Fiscal Service
3700 East-West Highway, Room #424E
Hyattsville, MD 20782
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Email: Stacy.Cahill@fiscal.treasury.gov

Brian Hall
Senior Privacy Analyst
Information Technology Security Oversight and Compliance Branch
Bureau of the Fiscal Service
3700 East-West Highway, Room #4A07
Hyattsville, MD 20782
Telephone: (202) 874-5033
Email: Brian.Hall@fiscal.treasury.gov

3. Customer & Project Management

Sally Layfield
Business & Project Division
Bureau of the Fiscal Service
200 Third Street, Room #A5-I
Parkersburg, WV 26106-1328
Telephone: (304) 480-7228/Fax: (304) 480-7161
Email: Sally.Layfield@fiscal.treasury.gov

4. Fiscal Service - Securities Systems

Fiscal Service IT Service Desk
Telephone: (304) 480-7777

B. The SSA Contacts are:

1. Program and Policy - Office of Income Security Programs

Monica Nolan
Medicare Team
Office of Earnings Enumeration & Medicare Policy
Office of Income Security Programs
2-P-17-B Robert M. Ball Building
6401 Security Boulevard
Baltimore, MD 21235
Telephone: (410) 965-2075
Email: Monica.Nolan@ssa.gov

5. Systems Operations - Office of Retirement and Survivor Insurance Systems

Melanie Burns
Director, Division of Medicare Processing and Title 2 Support
Office of Retirement & Survivor Insurance Systems
Office of the Deputy Commissioner for Systems
4715 Robert M. Ball Building
6401 Security Boulevard
Baltimore, MD 21235
Telephone: (410) 966-0444/Fax: (410) 597-0854
Email: Melanie.Burns@ssa.gov

6. Information Security Issues - Office of the Chief Information Officer

Michael G. Johnson, Director,
Division of Compliance and Oversight
Office of Information Security
Office of Systems
3847 Annex Building
6401 Security Boulevard
Baltimore, MD 21235
Telephone: (410) 965-0266/Fax: (410) 597-0845
Email: Michael.G.Johnson@ssa.gov

7. Matching Issues - Office of the General Counsel

Talya White
Government Information Specialist
Office of Privacy and Disclosure
Office of the General Counsel
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6401 Security Boulevard
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Telephone: (410) 965-6176/Fax: (410) 966-4304
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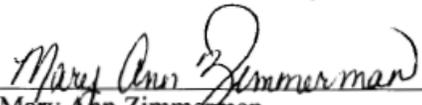
8. Policy Coordinator

Andrea Warren
Data Exchange Liaison
Office of Data Exchange and Policy Publications
Office of Data Exchange
4741 Annex Building
6401 Security Boulevard
Baltimore, MD 21235
Telephone: (410) 966-5642
Email: Andrea.Warren@ssa.gov

XX. Signatures

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

SOCIAL SECURITY ADMINISTRATION



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

DATE February 4, 2014



Glenn Sklar, Acting Chair
Data Integrity Board

DATE 2/17/16

THE BUREAU OF THE FISCAL SERVICE



David Ambrose
Chief Security Officer and
Chief Privacy Officer

DATE 1/21/2016

DEPARTMENT OF THE TREASURY



Digitally signed by Helen
g. Foster
Date: 2016.02.03
09:19:17 -05'00'

Helen Foster
Chairperson, Treasury Data Integrity Board
Deputy Assistant Secretary for Privacy, Transparency, and Records

DATE _____

Attachments

Attachment 1: Benefit to Cost Analysis (attached separately)

Attachment 2: SSA File Layout

Attachment 2

Computer Matching Agreement SSA and Fiscal Service

Required format for finder file

* DESCRIPTION: SSA INQUIRY REQUEST FILE LAYOUT

* REC LENGTH: 74 CHARACTERS (11100 BLOCK SIZE)

01 SSAI-REC.

05 SSAI-HOUSE-UNDER-NR PIC 9(9)

05 SSAI-RGN-CD PIC 9

05 FILLER PIC X

05 SSAI-FLD-OFC PIC X(3)

05 SSAI-SSN PIC 9(9)

05 SSAI-LAST-NM PIC X(14)

05 SSAI-FIRST-NM PIC X(9)

05 SSAI-MID-INI PIC X

05 SSAI-DQ-ST-ABBRV PIC X(2)

05 SSAI-CASE-CHAR-IN PIC X

05 SSAI-HUN-LAST-NM PIC X(14)

05 SSAI-HUN-FIRST-NM PIC X(9)

05 SSAI-HUN-MID-INI PIC X