COMPUTER MATCHING AGREEMENT
BETWEEN THE
SOCIAL SECURITY ADMINISTRATION
AND THE
<mark>**[LAW ENFORCEMENT AGENCY/SOURCE JURISDICTION]**</mark>

Expiration Date of Agreement:
October 9, 2018

Article I - Purpose

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

Article II - Legal Authority

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

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

2. Sections 1631(a)(2)(B)(iii)(V), 205(j)(2)(C)(i)(V), and 807(d)(1)(E) of the Act (42 U.S.C. §§ 1383(a)(2)(B)(iii)(V), 405(j)(2)(C)(i)(V), 1007(d)(1)(E)), which prohibit

       SSA from using a person as a representative payee when such person is a person described in sections 1611(e)(4)(A), 202(x)(1)(A)(iv), or 804(a)(2) of the Act.

B. The legal authority for SSA's disclosure of information to the Source Jurisdiction is: sections 1106(a), 1611(e)(5), 1631(a)(2)(B)(xiv), 202(x)(3)(C), 205(j)(2)(B)(iii) and 807(b)(3) of the Act; the Privacy Act of 1974 , as amended by the Computer Matching and Privacy Protection Act of 1988 (5 U.S.C. § 552a(b)(3)); and SSA's disclosure regulations promulgated at 20 C.F.R. § 401.150. The settlement terms in Martinez v. Astrue and Clark v. Astrue do not restrict this disclosure authority in any manner.

Article III - Definitions

A. "Act" means the Social Security Act.

B. "Disclosure" means the release of information, data, or records with or without the consent of the individual(s) to whom the information, data, or records pertain.

C. "Felony," for purposes of this agreement, is a crime, or an attempt to commit a crime, defined as such under the laws of the place where it was committed. The term felony also includes those crimes in certain jurisdictions that do not define such crimes as felonies, but as crimes punishable by death or imprisonment for a term exceeding 1 year (regardless of the actual sentence imposed) as defined under the laws of that State. In accordance with the terms of the Martinez Settlement, SSA will only recognize specific fleeing felony crimes, (e.g., fleeing to avoid custody or confinement, escape, or flight escape) for the non-payment of monthly benefits.

D. "Fleeing Fugitive Felon" means an individual fleeing to avoid prosecution, custody, or confinement after conviction for a crime, or an attempt to commit a crime that is a felony under applicable laws of the jurisdiction from which the person flees, or in jurisdictions that do not define such crimes as felonies but as crimes punishable by death or imprisonment for a term exceeding   1 year (regardless of the actual sentence imposed). In accordance with the terms of the Martinez Settlement, SSA will only recognize specific fleeing felony crimes (e.g., fleeing to avoid custody or confinement, escape, or flight escape) for the suspension of monthly benefits. We now only consider beneficiaries or recipients who commit one of these fleeing felony crimes to be a fleeing fugitive felon.

E. "Government to Government Services Online" means a suite of web-based applications enabling government organizations and authorized individuals to conduct business with and submit confidential information to SSA.

F. "OIG" means the Office of the Inspector General for SSA.

G. "Parole Violator or Probation Violator" means an individual who is determined by the Source Jurisdiction to be in violation of a condition of parole or probation imposed under Federal or state law. Based on the Clark Court Order, we will no longer suspend or deny payments to Social Security beneficiaries or recipients relying solely on our receipt of probation or parole violation warrants.

H. "Record" means any item, collection, or grouping of information about an individual, maintained by an entity including, but not limited to the individual's criminal history, name, Social Security number (SSN), date of birth, and gender.

I. "Representative Payee" means an individual who is selected by SSA to receive SSA benefits on behalf of SSI recipients and RSDI/SVB beneficiaries.

J. "RSDI" means Retirement, Survivors and Disability Insurance program, administered by SSA under title II of the Act.

K. "Source Jurisdiction" means the law enforcement agency disclosing records used in this matching program.

L. "SSA" means Social Security Administration, including its operating components and SSA's OIG.

M. "SSI" means Supplemental Security Income program, administered by SSA under title XVI of the Act.

N. "SSN" means Social Security number.

O. "SVB" means Special Veterans Benefit under title VIII of the Act.

Article IV - Responsibilities of the Parties

A. Source Jurisdiction's Responsibilities:

1. The Source Jurisdiction will disclose to SSA the records of individuals who meet the definition of a fleeing fugitive felon, probation violator, or parole violator as defined in this agreement, and under the Act.

2. The Source Jurisdiction will disclose its records to SSA electronically, with clear identification of the record source, as described in Article VI, Section A.1, and on a monthly basis or at such other frequency agreed upon by both parties to this agreement.

3. Records that the Source Jurisdiction discloses to SSA under this agreement constitute written requests from the Source Jurisdiction to SSA containing the names of individuals who meet the definition of a fleeing fugitive felon, probation violator, or parole violator, as defined in this agreement and under the Act, and including other identifying information as SSA may reasonably require to establish the unique identity of the individuals. The specific data elements that the Source must include are set forth in Attachment A. By signing this agreement, the Source Jurisdiction certifies that: (i) it has identified each individual in its requests as a fleeing fugitive felon, probation violator, or parole violator; and (ii) the apprehension of such individual is within the officer's official duties.

4. These records are compiled from _____. [Describe the ultimate

source of the Source Jurisdiction's records as thoroughly as possible, including the name of the reporter, and where the reporter is getting his records for matching (e.g., warrant data files from Los Angeles County). The Source Jurisdiction with multiple warrant agencies/reporters must describe the exact sites from which we can accept and process the warrant information.]

5. The content of the records that SSA will receive from the Source Jurisdiction and use to conduct a match are described in Attachment A.

B. SSA's Responsibilities:

1. After the Source Jurisdiction discloses its records to SSA in accordance with section A above, SSA will match the incoming records of the Source Jurisdiction against SSA's system of records to identify: (a) fleeing fugitive felons, probation violators, or parole violators who are receiving, and who have applied to receive, SSI, RSDI, or SVB payments as a recipient/beneficiary; and (b) fleeing fugitive felons who are serving as representative payees for an SSI recipient or, RSDI or SVB beneficiary.

2. SSA will provide a written response to the Source Jurisdiction containing the current address, Social Security number (SSN), and photograph (if available) of the individual identified by the Source Jurisdiction as meeting the definition of a fleeing fugitive felon, probation violator, or parole violator as defined in this agreement, under the Act, and in accordance with the Martinez Settlement and Clark Court Order. This written response will contain certain information SSA has on file for the individual.

3. SSA OIG will receive warrant certification data from the Source Jurisdiction on behalf of SSA and will share such data with other SSA components pursuant to joint procedures developed between SSA OIG and such other SSA components.

4. Once the SSA components receive fleeing fugitive felon warrant certification from SSA OIG, SSA components will review the fleeing fugitive felon warrant information to determine whether to suspend or deny benefits, as legally appropriate and in accordance with the settlement terms of *Martinez v. Astrue*.

Article V - Justification and Anticipated Results of the Matching Program

A. Justification

SSI recipients and RSDI/SVB beneficiaries who receive Federal payments are subject to investigation to verify that they are not fleeing fugitive felons as defined in the Act, in this agreement, and in accordance with the Martinez Settlement, and therefore are eligible or entitled to receive these payments. Representative payees are subject to investigation to determine their eligibility to serve as representative payees. A computer matching program between SSA and the Federal, state, and local law enforcement agencies is the most efficient and comprehensive method of collecting and comparing certain records critical to enforce these statutory and court ordered requirements. No other administrative activity exists that can accomplish this purpose with the same degree of efficiency. Additionally, this matching

program will assist SSA OIG in preventing and detecting fraud, waste, and abuse in SSA's programs and operations, creating program savings from SSA's suspension or termination of improper SSI, RSDI, or SVB payments, and preventing representative payee misuse of such payments.

B. Anticipated Results

This matching program will assist in suspension or termination of title II/title VIII/title XVI benefits to those certain fleeing fugitive felons who do not meet the statutory "good cause" requirements for continuing benefits. Based on data from the Fraud Operational Data Store and the Recovery of Overpayments, Accounting, and Reporting Overpayment Accrual/Misuses Report, this matching program resulted in discovery of over $4.7 million in overpayments in calendar year (CY) 2015. Estimated recovery of these overpaid benefits is over $3.4 million. The total costs projection for this matching program is about $501,505. Accordingly, we find this matching program to be cost-effective with a benefit to cost ratio of 6.92 to 1. This Cost Benefit Analysis (CBA) ratio is the outcome of the computation using CY 2015 data. The incoming CBA might show a substantially lower ratio due to the decrease in a large number of overpayment cases as a result of the *Martinez* and *Clark* court cases.

Article VI - Description of Records Matched

A. Systems of Records

1. Source Jurisdiction Records:

    a. The Source Jurisdiction will identify individuals who are fleeing fugitive felons, probation violators, or parole violators in its records originating from various databases.

    b. The Source Jurisdiction will prepare and disclose its records electronically (e.g., Government to Government Services Online) with clear identification of the record source.

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

    a. Supplemental Security Income Record and Special Veterans Benefits (SSR/SVB), 60-0103, published at 71 FR 1830 on January 11, 2006 and updated on December 10, 2007, published at 72 FR 69723;

    b. Master Beneficiary Record (MBR), SSA/ORSIS 60-0090, published at 71 FR 1826 on January 11, 2006 and updated on December 10, 2007 at 72 FR 69723 and on July 5, 2013 at 78 FR 40542;

    c. Master Representative Payee File, SSA/NCC 60-0222, published on April 22, 2013 (78 FR 23811); and,

    d.   Master Files of Social Security Number Holders and SSN Applications, SSA/OTSO 60-0058, published on December 29, 2010 (75 FR 82121) and updated on July 5, 2013(78 FR 40542) and February 13, 2014 (79 FR 8780). The Alphident file comes under this system of record.

B. Data Elements Matched

  1. The Source Jurisdiction will provide specific data elements for individuals as specified in Attachment A.

  2. SSA Data Elements Matched:

    a. SSR/SVB and MBR: Individual's SSN and payment status

    b. Master Files of SSN Holders and SSN Applications: Individual's name, date of birth, SSN, and gender

    c. Master Representative Payee File: Individual's SSN and status as a representative payee

  3. Alphident Use

    The purpose of using the Alphident file under this agreement is to locate an individual's SSN by name search. SSA will use the Alphident file when the Source Jurisdiction either fails to provide an SSN or provides an incorrect SSN for the named individual. The Alphident file allows SSA to locate the SSN by utilizing electronic data systems currently available.

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

C. Volume of Records Matched:

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

Article VII – Records Accuracy Assessment

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

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

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

A. SSA agrees to notify:

   1. all individuals who apply for SSI payments, or RSDI or SVB benefits that information obtained through matching programs may be used by SSA in determining eligibility for benefits; and

   2. all individuals who apply to be or currently serve as a representative payee for an SSI recipient, or SVB or RSDI beneficiary that information obtained through matching programs may be used by SSA in determining suitability to serve as a representative payee. SSA application forms contain a statement pursuant to 5 U.S.C. § 552a(e)(3) and (o)(l)(D) of the Privacy Act of 1974, as amended, to include language that will put the applicant on notice that information the applicant provides may be used in a matching agreement to establish eligibility.

B. SSA agrees to provide notices to all SSI recipients, SVB/RSDI beneficiaries, and representative payees acting on behalf of SSI recipients or SVB/RSDI beneficiaries, that SSA's matching activities follow the guidelines established by the Office of Management and Budget (OMB). In addition to publishing in the Federal Register specific notice of this matching program, SSA will mail periodic notices to all SSI recipients and SVB/RSDI beneficiaries describing SSA's matching activities.

C. SSA agrees that before taking any adverse actions based on the information received from a match obtained under this agreement, SSA will confirm through its standard verification procedures in accordance with its Program Operations Manual System (POMS), or through joint procedures developed between SSA and OIG, that the SSN belongs to the individual, and that the individual is a fleeing fugitive felon, as defined in this agreement. In addition, SSA will provide (by notice mailed to his or her address in SSA's record) to each individual against whom SSA decides such adverse action is necessary the following information:

   1. That SSA has received information which indicates that the individual has been a fleeing fugitive felon since a particular month/year.

   2. As provided in applicable SSA regulations and POMS, if the individual fails to contest the validity of the adverse information within 10 days (for SSI recipients, SVB beneficiaries, or representative payees acting on behalf of such individuals) or within 30 days (for RSDI beneficiaries), SSA will assume that the data is correct and will make the necessary adjustment to the individual's payment.

   3. That the individual has 60 days after the date he or she receives the notice of SSA's adverse action to request reconsideration of the Agency's determination.

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

Article IX - Procedures for Retention and Timely Destruction of Records

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

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

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

Article X - Security Procedures

In storing, transporting, processing, and using the records exchanged under this agreement, SSA and the Source Jurisdiction agree to comply with the security and safeguarding requirements under the Privacy Act of 1974 (5 U.S.C. § 552a); Federal Information Security Management Act (FISMA) (Public Law 107-347, title III, section 301), as amended by the Federal Information Security Modernization Act of 2014 (Public Law 113-283); and related National Institute of Standards and Technology guidelines. Both SSA and the Source Jurisdiction reserve the right to conduct onsite inspections to monitor compliance with FISMA requirements during the lifetime of this agreement and any 12-month extension of this agreement. Additionally, SSA OIG is subject to the OIG community-wide peer review process.

Article XI - Records Usage, Duplication, and Redisclosure Restrictions

A. SSA and the Source Jurisdiction agree to the following limitations on the access to, disclosure of, and use of the incoming electronic records, the data contained therein and the records generated by the match. SSA and the Source Jurisdiction will:

1. ensure that access to, disclosure of, and use of the electronic files and records created by the match is restricted to the purposes stated in this agreement;

2. not duplicate or disseminate the electronic files and records created by the match within or outside of SSA or the Source Jurisdiction other than for redisclosures under paragraphs B and C of this article;

3. ensure adequate security of the electronic files and records created by the match;

4. not create a separate file or system of records that consists solely of information concerning those individuals involved in the specific matching program, except as necessary in controlling or verifying the information for purposes specified in this agreement; and

5. not use the electronic files or records created by the match to extract information about non-matched individuals for any purpose.

B. To the extent that SSA wishes to redisclose any information provided by the Source Jurisdiction or generated by this match to other Federal or State agencies permitted by law to have this same information, such redisclosure will be subject to the requirements of the Privacy Act of 1974, as amended, whenever applicable. SSA will not make any other redisclosures without prior written approval from the Source Jurisdiction. The Source Jurisdiction will not give such approval unless Federal law requires the redisclosure or such redisclosure is essential to the conduct of this matching program.

C. The Source Jurisdiction will not duplicate or disseminate any information obtained through this match, within or outside of the Source Jurisdiction, without prior written approval from SSA. SSA will only authorize a redisclosure that is required by Federal law or essential to the conduct of this matching program. The Source Jurisdiction must specify in writing what records they wish to disclose, to whom, and the reasons that justify such redisclosure.

Article XII - Comptroller General Access

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

Article XIII - Reimbursement

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

Article XIV - Duration, Modification, and Termination

A. Effective Date

This agreement is effective when the required comment and notice periods have expired as follows: (a) 30-day public comment period following SSA's publication of notice of this matching program in the Federal Register; (b) 40 days from the date on the notice that is sent to the Congressional committees of jurisdiction under 5 U.S.C. § 552a(o)(2)(A)(i); and (c) 40-day OMB review period provided for in OMB Circular A-130. Notwithstanding the foregoing, SSA and the Source Jurisdiction will not conduct the computer matching program under this agreement until both parties have signed this agreement.

B. Duration

This agreement will be in effect for up to 18 months from the Effective Date, but not beyond the Expiration Date of October 9, 2018, regardless of the date of signature of the parties.

C. Renewal

Ninety days prior to the Expiration Date, the parties may request to renew this agreement for up to 12 months, but not beyond October 9, 2019. In order to request such renewal, both SSA and the Source Jurisdiction must certify in writing that:

1) The matching program will be conducted without change; and

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

Regardless of the date of this renewal certification, such renewal period will expire on October 9, 2019. If either party does not want to renew this agreement, it must notify the other party of its intention not to renew at least 90 days prior to the Expiration Date.

D. Modification

Any modification to this agreement must be in writing, signed by both parties, and approved by the SSA Data Integrity Board.

E. Termination

The parties may terminate this agreement at any time with mutual written consent of both parties. Either party may unilaterally terminate this agreement upon 90 days advance written notice to the other party; such unilateral termination will be effective 90 days after the date of the notice or at a later date specified in the notice. In addition, SSA may immediately and unilaterally suspend the data flow and terminate this agreement if SSA, in its sole discretion, determines that:

1) there has been an unauthorized use of information by the Source Jurisdiction;

2) the Source Jurisdiction has violated or failed to comply with the terms and conditions of this agreement; or

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

Article XV - Integration Clause

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

Article XVI - Persons to Contact

A. The SSA contacts for the matching program are:

1. Matching Program

   Kim Cromwell, Government Information Specialist
   Office of the General Counsel
   Office of Privacy and Disclosure
   6401 Security Boulevard, 617 Altmeyer Building
   Baltimore, MD 21235
   Telephone: 410-966-1392/Fax: 410-594-0115
   Email: kim.cromwell@ssa.gov

2. Information Security Issues

   Michael G. Johnson, Director
   Division of Compliance and Oversight
   Office of Information Security
   Office of Systems
   6401 Security Boulevard, 3827 Annex Building
   Baltimore, MD 21235
   Telephone: 410-965-0266/Fax: 410-597-0845
   Email: michael.g.johnson@ssa.gov

3. Office of the Inspector General

   Deena P. Butler, Special Agent-in-Charge
   Office of the Inspector General
   6401 Security Boulevard, Room 2-ME-6
   Baltimore, MD 21235
   Telephone: 410-965-5298
   Email: deena.butler@ssa.gov

4. Operations Issues

   Matthew R. Viel, Program Analyst
   Office of Operations
   6401 Security Boulevard, 4422 Annex Building
   Baltimore, MD 21235
   Telephone: 410-965-9313
   Email: matthew.r.viel@ssa.gov

   Regional Fugitive Felon Coordinator

   [Enter Regional Fugitive Felon Coordinator or the Regional Office Address]
   [Name]
   [Street Address]

5. Policy Issues

Scott Logan, Social Insurance Specialist
Office of Income Security Programs
6401 Security Boulevard, 2500 Robert M. Ball Building
Baltimore, MD 21235
Telephone: 410-966-5927
Email: scott.logan@ssa.gov
Judy Sale, Social Insurance Specialist
Office of Income Security Programs
6401 Security Boulevard, 2500 Robert M. Ball Building
Baltimore, MD 21235
Telephone: 410-965-8581
Email: judy.sale@ssa.gov

6. Systems Operations

Van Rosebrough, Branch Chief
Office of Systems
6401 Security Boulevard
Baltimore, MD 21235
Telephone: 410-965-6622
Email: van.rosebrough@ssa.gov

7. Project Coordinator

Anthony Mathison, Program Analyst
Office of Data Exchange and Policy Publications
6401 Security Boulevard, 3651 Annex
Baltimore, MD 21235
Telephone: 410-966-5581
Email: anthony.a.mathison@ssa.gov

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

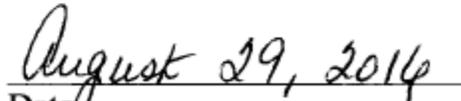## Article XVII - SSA Authorized Signature and Data Integrity Board Approval

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

Social Security Administration

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

August 29, 2014
Date

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

Glenn Sklar
Glenn Sklar
Acting Chair
SSA Data Integrity Board

_9/28/16_
Date

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Article XVIII - Regional and Source Jurisdiction Signatures

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

Social Security Administration

_____
[Name]
Regional Commissioner
[Region]

_____
Date

[Name of Source Jurisdiction/Law Enforcement Agency]

_____
[Name of Signatory]
[Title]

_____
Date

Attachment A
Enumeration System Verification Record Layout

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

Dataset Name: EVSFUFEL

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

INPUT FIELD LOCATION	FIELD NAME	FIELD SIZE	FIELD TYPE A=alpha N=numeric	ENTRY REQUIREMENT M=mandatory C=conditional Opt=optional
275-300	BLANKS	26		

FIELD SIZE TOTAL: **300**

DESCRIPTION OF DATA ELEMENTS

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

FIELD NAME:

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

Entry Code "TPV"—a code used by SSA for internal processing identification. <u>TPV</u> must appear in each record in the file. (M)

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

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

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

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

NAME FIELD EDITS:

A. **ALIASES**

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

B. **NICKNAMES/ABBREVIATIONS**

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

are acceptable. Also, do **not** submit **gang names** or **street names**.

C. **SPECIAL CHARACTERS** **NOT ALLOWED**

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

D. **TITLES** **NOT ALLOWED**

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

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

E. **COMPOUND NAMES**

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

	LAST NAME	**FIRST NAME**	**MIDDLE NAME**
Actual Name:	Smith-Barney	Alice-Marie	Rose-Bud
Send to SSA:	Smith Barney	Alice Mari	Rose Bu

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

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

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

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

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

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

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

Originating Agency Identification Number (ORI#)—

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

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

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

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

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

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

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

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

> EXAMPLE:
>
> | CODE | SOURCE SUPPLYING DATA |
> |------|----------------------|
> | 3AKF | Alaska State Police |
> | AK01 | North Pole County Sheriff |

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

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

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

Race	Code
American Indian or Alaskan Native	I
Asian or Pacific Islander	A
Black	B
White	W
Unknown	U

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

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

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

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

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