

Memorandum of Understanding

CONFIDENTIAL AGREEMENT

I. PARTIES

This Memorandum of Understanding (MOU) is made and entered into this 15th day of October, 2018, by and between the Texas Department of Public Safety ("DPS") and League City Police Department (hereinafter "Requesting Agency")

II. INTRODUCTION

DPS serves as the point of contact ("POC") with the Social Security Administration ("SSA") for all local law enforcement agencies regarding the provision of alias Social Security Numbers ("SSNs") in Texas. As the POC, DPS is responsible for the evaluation, submission, coordination and management of all requests made by any local law enforcement agencies for alias SSNs.

III. PURPOSE

The purpose of this MOU is to establish an agreement between the Requesting Agency and the DPS regarding alias SSNs to enable Requesting Agency to use alias SSNs for law enforcement purposes.

IV. RESPONSIBILITIES OF THE PARTIES

4.0 Requesting Agency shall:

4.01 Designate a POC to facilitate, coordinate and manage all alias SSNs associated with its personnel.

4.02 Provide the POC contact information to DPS and notify DPS if the designated POC changes.

4.03 Submit the following information:

4.03.1 External Agency Information Form;

4.03.2 Social Security Administration Form SS-5;

4.03.3 Appropriate Individual Alias SSN Application;

4.03.4 Proof of Citizenship (Birth certificate or U.S. Passport);

4.03.5 Proof of Identity (Driver's License or U.S. Passport);

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- 4.03.6** Proof of Employment (Law Enforcement Identification);
- 4.03.7** Any required payment in the amount designated in the application packet; and
- 4.03.8** Correspondence on Requesting Agency letterhead signed by the agency head or designee containing the following:
 - 4.03.8.1** Statement that the request for an alias SSN has been approved and is for a lawful purpose in furtherance of authorized law enforcement investigations;
 - 4.03.8.2** Disclosure of the true identity associated with the alias SSN; and
 - 4.03.8.3** A copy of the legal authority/authorities which empowers the agency to conduct the type of law enforcement investigations for which the alias SSN is being requested.
- 4.0** Immediately notify DPS POC of any activity that could affect the provision of alias SSNs to Requesting Agency personnel under the terms of this MOU such as suspension, termination, retirement or reassignment.
- 4.05** Maintain files related to the use of the assigned alias SSNs by Requesting Agency personnel.
- 4.06** Immediately provide the institution's name and account number associated with any alias SSN that is issued to Receiving Agency if used to open bank accounts, credit cards or any other similar financial matters.
- 4.07** Immediately notify DPS POC of any earnings of which Receiving Agency becomes aware, that are posted to an alias SSN that is issued to Receiving Agency, and of any benefits of which Receiving Agency becomes aware that are being claimed on an alias SSN that is issued to Receiving Agency.
- 4.08** Comply with any SSA requests to reconcile earnings on alias SSNs issued to Receiving Agency with the Internal Revenue Service.
- 4.09** Limit the number of active alias SSNs assigned to each true identity to the minimum required for operational needs.

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- 4.010** Immediately notify DPS POC if, after receipt of an alias SSN, Receiving Agency determines that the alias SSN will never be used, that the SSN will no longer be used, or that the SSN has been misused.
- 4.011** Prohibit the use of alias SSNs by contractors or informants.
- 4.012** Respond to any requests for information regarding the issuance of alias SSNs within 30 calendar days of the date of the request.
- 4.1** DPS shall:
 - 4.10** Review requests for alias SSNs for completeness and to ensure that they comply with SSA requirements.
 - 4.11** Provide reasons for SSA's approval or disapproval of requests for alias SSNs to Requesting Agency.
 - 4.12** Maintain secure files related to the use of SSNs by Requesting Agency.
 - 4.13** Assist SSA with information requests related to alias SSNs assigned to Requesting Agency.
 - 4.14** Ensure appropriate use of alias SSNs through oversight, training, periodic inspection and monitoring of the use of, and any activities associated with alias SSNs to minimize the risk of fraud and other inappropriate uses.
 - 4.15** Maintain alias SSNs and any associated cards in a secure location until they are no longer required.

V. FEES

- 5.0** DPS will pass all costs and fees assessed by SSA to process the issuance of alias SSNs to Requesting Agency.
- 5.1** DPS will state in the application packet that is forwarded to Requesting Agency the amount of such costs and fees.
- 5.2** Requesting Agency agrees to submit a voucher made payable to DPS or SSA as applicable for the amount of costs and fees as provided by the terms stated in the application.

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VI. REVOCATION

- 6.0** DPS reserves the right to revoke the use of an alias SSN, if, in its sole discretion, DPS determines that the alias SSN is being used inappropriately, if a Receiving Agency personnel, who is using the alias SSN, has his/her privileges revoked by Receiving Agency or if Receiving Agency fails to comply with DPS requests for information within 30 calendar days of the date of request.
- 6.1** DPS will provide written notice to Receiving Agency of the revocation and Receiving Agency will immediately cease use of the alias SSN.
- 6.2** DPS will return the affected alias SSN to SSA with a request that the SSN be de-activated.
- 6.3** If applicable, DPS will notify any other state entities that the SSN is no longer active.

VII. RIGHT TO INSPECT

- 7.0** At any time, DPS shall have the right to inspect, examine and to make copies of all files and related records (in whatever form they may be kept, whether written, electronic or other) pertaining to alias SSNs issued to Receiving Agency.
- 7.1** Requesting Agency agrees to establish and maintain a file system that readily identifies all uses of the alias SSN and the true identity associated with a particular alias SSN and includes a photocopy of the alias SSN card, the SS-5 form, the Individual Alias SSN Application, proof of citizenship, proof of identity, proof of employment, letter requesting the issuance of the alias SSN and a copy of the payment check.
- 7.2** Requesting Agency agrees to maintain such records, together with any supporting or underlying documents and materials for a period of five (5) years after an alias SSN has been deactivated.
- 7.3** On no less than an annual basis, DPS will contact Requesting Agency to determine whether any issued alias SSNs must be de-activated. If it is determined that an alias SSN must be de-activated, DPS will take the steps necessary to de-activate the SSN.

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VIII. CONFIDENTIALITY

- 8.0** Requesting Agency will cause any personnel of Requesting Agency to keep, at all times, SSA's provision of alias SSNs, the use of alias SSNs by any other state and local law enforcement agencies and the existence of this MOU, confidential to the maximum extent allowable by law.
- 8.1** Neither Requesting Agency nor any of its personnel will, without the prior written approval of an appropriate officer of DPS or as required by law: (i) release any information about SSA's provision of alias SSNs, the use of alias SSNs by any other state and local law enforcement agencies and the existence of this MOU to any person or entity other than to Requesting Agency personnel known to need access to such matters in order to perform their duties.
- 8.2** Upon termination of this MOU, Requesting Agency will return all records and copies of any information related to SSA's provision of alias SSNs, the use of alias SSNs by DPS and other state and local law enforcement agencies and the existence of this MOU, in whatever form then existing, to an appropriate officer of DPS. Such termination, even if occasioned by wrongful action by DPS, will not affect Requesting Agency's or their personnel's continuing obligations to maintain confidentiality.
- 8.3** Requesting Agency agrees to immediately report to DPS any unauthorized disclosure or release of such information of which Requesting Agency becomes aware when such disclosure or release is in violation of the terms of this Paragraph 8.

IX. RELEASE OF INFORMATION

- 9.0** Requesting Agency agrees to immediately notify DPS of any and all requests for information that are received by Requesting Agency related to the SSA's provision of alias SSNs, the use of alias SSNs by any other state and local law enforcement agencies and the existence of this MOU. Such requests for information include, but are not limited to, requests under the Texas Public Information Act.
- 9.1** Requesting Agency agrees to comply with the confidentiality provisions of this MOU by timely submitting requests it receives to the Texas Attorney General in compliance with law so as to protect confidential information.
- 9.2** Requesting Agency will not make any disclosures or statements to the public or third party entities regarding the SSA's provision of alias SSNs, the use of alias SSNs by DPS any other state and local law enforcement agencies and the existence of this MOU without prior, written approval from DPS.

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X. MISCELLANEOUS

- 10.0** This memorandum is not intended to and does not create any contractual rights or obligations with respect to the signatory agencies or any other person.
- 10.1** Any dispute arising hereunder will be submitted in writing to the DPS POC for final resolution.
- 10.2** This memorandum may be executed in counterparts.
- 10.3** This MOU is in effect upon the last signature and will remain in effect subject to annual review unless terminated by either party after such party provides 90 days advance, written notice to the other party.

IN WITNESS WHEREOF, the undersigned parties hereby acknowledge the foregoing as the terms and conditions of their understanding.

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APPROVED AS TO FORM AND LEGALITY

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

