

**COMPUTER MATCHING AGREEMENT
BETWEEN THE
OFFICE OF PERSONNEL MANAGEMENT
AND THE
SOCIAL SECURITY ADMINISTRATION
MATCHES #1005 and #1019**

I. Purpose

This computer matching agreement (agreement) sets forth the terms, conditions, and safeguards under which the Office of Personnel Management (OPM) will disclose civil service benefit and payment data to the Social Security Administration (SSA). SSA will use the match results under this agreement to meet its civil service benefit offset obligations. SSA is legally required to offset Disability Insurance (DI) benefits under the Old-Age, Survivors, Disability Insurance (OASDI) program, and Supplemental Security Income (SSI) benefits and Special Veterans' Benefits (SVB), by a percentage of the benefit recipients' Federal Government retirement or disability benefits. Appendices A and B of this agreement contain specific information on the matching programs that SSA will conduct under this agreement.

II. Legal Authority

The legal authority for SSA to conduct this matching activity for SSI purposes is sections 1631(e)(1)(B) and (f) of the Social Security Act (Act) (42 U.S.C. §§ 1383(e)(1)(B) and (f)). The legal authority for SVB purposes is section 806 of the Act (42 U.S.C. § 1006). The legal authority for SSA to conduct this matching activity for DI purposes includes section 224 of the Act (42 U.S.C. § 424a), which provides for the reduction of Social Security disability benefits when the disabled worker is also entitled to a Public Disability Benefit (PDB).

Section 1631(f) of the Act (42 U.S.C. § 1383(f)) requires Federal agencies to furnish SSA with information necessary to verify eligibility for benefits. Section 224(h)(1) of the Act (42 U.S.C. § 424a(h)(1)) requires any Federal agency to provide SSA with information in its possession that SSA may require for making a timely determination of the amount of reduction under section 224 of the Act (42 U.S.C. § 424a).

This agreement is executed 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

- A. "Civil service benefit and payment data" means the information pertaining to benefit payments issued by OPM based on the person's Federal Government employment.
- B. "Electronic file" means the wire transfer method used to exchange computerized data.
- C. "PDB" means Public Disability Benefit, which is a periodic disability benefit paid under a law or plan of the United States, a State, a political subdivision thereof, or an instrumentality of two or more States. A civil service disability benefit is a Federal PDB.

IV. Responsibilities of the Parties

A. SSA Responsibilities

- 1. SSA will provide Congress and the Office of Management and Budget (OMB) with notice of this matching program and will publish the required matching notice in the Federal Register (Fed. Reg.).
- 2. SSA will conduct the match using the individual's Social Security number (SSN), name, and date of birth on both the OPM file and SSA's databases covered under the following SSA Systems of Records (SOR): the Master Files of Social Security Number (SSN) Holders and SSN Applications (Enumeration System), 60-0058; the Master Beneficiary Record (MBR), 60-0090; and the Supplemental Security Income Record and Special Veterans Benefits Record (SSR/SVB), 60-0103.
- 3. SSA will use the information to: (1) identify SSI and SVB recipients with unreported income from civil service pensions (Match #1005, Appendix A), and (2) identify beneficiaries receiving Title II disability insurance benefits who are also receiving a Federal civil service disability benefit (Match #1019, Appendix B); *See Appendices A and B.*

B. OPM Responsibilities

- 1. OPM will disclose civil service benefit and payment data to SSA.
- 2. OPM will provide SSA with monthly electronic files from the OPM SOR published as OPM/Central-1 (Civil Service Retirement and Insurance Records). The files will contain civil service benefit and payment data including: name; SSN; date of birth; civil service claim number; first potential month and year of eligibility; first month, day, and year of entitlement; and amount of current gross civil service benefits.

V. Procedures for Individualized Notices

A. Applicants

Both OPM and SSA will notify all applicants for benefits for their respective programs, that both agencies will conduct matching programs. OPM's notice consists of appropriate language printed on all application forms. SSA's notice consists of appropriate language printed on its application forms, annual reporting forms, Social Security Statements, and in the annual cost-of-living adjustment notices.

B. Retirees/Annuitants/Beneficiaries/Recipients

Both OPM and SSA will provide subsequent periodic notices of computer matching to their respective retirees, annuitants, beneficiaries, and recipients, as required. OPM's notice consists of appropriate language printed on annual mailings to all affected annuitants, survivor annuitants, and their representatives, describing OPM's matching activities. SSA's notice consists of a general notice in the Fed. Reg. and periodic mailings to all beneficiaries and recipients describing SSA's matching activities.

VI. Procedures for Retention and Timely Destruction of Records

SSA will retain the files it receives from OPM only for the time required for any processing related to the matching program and will destroy all such data within 90 days of receipt from OPM. SSA may be required to retain the data for any processing related to the matching program. SSA will retire the retained data in accordance with 44 U.S.C. § 3303a and the Federal Records Retention Schedule N1-47-95-4 that applies to the material in the files it receives from OPM. SSA will not create permanent files or a separate system comprised solely of the data provided by OPM.

VII. Data Usage, Duplication, and Rediscovery Restrictions

SSA will adhere to the following limitations on the use, duplication, and disclosure of the electronic files and data provided by OPM under this agreement:

- A. SSA will use and access the data only for the purposes specifically set forth in this agreement.
- B. SSA will not create a permanent file(s) or a separate system comprised solely of the data provided by OPM, nor will SSA use the data to extract information concerning the annuitants for any purpose not specified in this agreement.
- C. SSA will not duplicate or disseminate the data, within or outside its agency, without the written permission of OPM, except as required by Federal law. OPM will not give such permission unless the law requires disclosure or the disclosure is essential to the matching program and, where the law does not require disclosure, the decision

whether to grant permission shall be within the discretion of OPM, from whom such permission is sought. For such permission, SSA must specify in writing what data it is requesting be duplicated or disseminated and to whom, and the reasons that justify such duplication or dissemination.

- D. If OPM information is maintained in an SSA system, SSA may be required to disclose such information requested by the Congressional Budget Office (CBO) pursuant to 2 U.S.C. § 601(d), or by the Government Accountability Office (GAO) pursuant to 31 U.S.C. § 716. Both the CBO and GAO are required by Federal law to maintain the same level of confidentiality as applicable to SSA. See 2 U.S.C. § 601(e); 31 U.S.C. § 716(e).

VIII. Security Procedures

SSA and OPM will comply with the requirements of the Federal Information Security Management Act (FISMA), 44 U.S.C. Chapter 35, Subchapter II, as amended by the Federal Information Security Modernization Act of 2014 (Pub. L. 113-283); related OMB circulars and memoranda, such as Circular A-130, *Managing Federal Information as a Strategic Resource* (July 28, 2016), and Memorandum M-17-12, *Preparing for and Responding to a Breach of Personally Identifiable Information* (January 3, 2017); National Institute of Standards and Technology (NIST) directives; and the Federal Acquisition Regulations. 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 applicable laws, regulations, NIST standards, and OMB directives including those published subsequently 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. Breach Reporting

If SSA experiences an incident involving the suspected or confirmed breach (i.e., loss) of PII provided by OPM under the terms of this agreement, SSA will follow the reporting guidelines issued by OMB. In the event of a suspected or confirmed PII breach, SSA is responsible for following its established procedures, including notification to the proper organizations. In addition, SSA will notify OPM's Systems Security Contact named in this agreement within one hour of discovering the breach. If SSA is unable to speak with OPM's Systems Security Contact within one hour, SSA will contact OPM IT Security Operations: cybersolutions@opm.gov; 844-377-6109.

B. Breach Notification

SSA will follow PII breach notification policies and related procedures issued by OMB. If SSA determines that the risk of harm requires notification to affected individuals or other remedies, SSA will carry out these remedies without cost to OPM.

C. Administrative Safeguards

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

D. Physical Safeguards

SSA 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 will establish appropriate safeguards for such data, as determined by a risk-based assessment of the circumstances involved.

E. Technical Safeguards

SSA 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 will strictly limit authorization to those electronic data areas necessary for authorized personnel to perform their official duties.

F. Application of Policy and Procedures

SSA will adopt policies and procedures to ensure that SSA uses the information contained in its records or obtained from OPM solely as provided in this agreement. SSA will comply with these guidelines and any subsequent revisions.

G. Security Assessments

NIST Special Publication (SP) 800-37, as revised, encourages agencies to accept each other's security assessments in order to reuse information system resources and/or to

accept each other's assessed security posture in order to share information. NIST SP 800-37 further encourages that this type of reciprocity is best achieved when agencies are transparent and make available sufficient evidence regarding the security state of an information system so that an authorizing official from another organization can use that evidence to make credible, risk-based decisions regarding the operation and use of that system or the information it processes, stores, or transmits. Consistent with that guidance, the parties agree to make available to each other upon request system security evidence for the purpose of making risk-based decisions. Requests for this information may be made by either party at any time throughout the duration or any extension of this agreement.

IX. Comptroller General Access

The Government Accountability Office (Comptroller General) may have access to all OPM and SSA data it deems necessary in order to monitor or to verify compliance with this agreement.

X. Reimbursement

SSA and OPM currently engage in several matching programs. The programmatic savings to each agency for these matches far outweigh the costs for each agency. SSA and OPM agree that the matching programs in this match are mutually beneficial; therefore, the expenses involved in this match will be deemed reciprocal and not involve any reimbursable arrangements between the two agencies. The attached chart (Appendix C) provides the cost comparison analysis for reciprocal services that SSA and OPM provide to each other. However, in the event of material changes to the matching programs between SSA and OPM, SSA and OPM agree to make cost adjustments so that neither agency bears a disproportionate share of the costs. SSA and OPM will make such adjustments utilizing a reimbursable agreement.

XI. Duration, Modification, and Termination

A. Effective Date

The effective date of this agreement is September 14, 2025, provided that SSA reported the proposal to re-establish this matching program to the Congressional committees of jurisdiction and OMB in accordance with 5 U.S.C. § 552a(o)(2)(A) and OMB Circular A-108 (December 23, 2016), and SSA published notice of the matching program in the Fed. Reg. in accordance with 5 U.S.C. § 552a(e)(12).

B. Duration

This agreement will be in effect for a period of 18 months.

C. Renewal

The Data Integrity Boards (DIB) of OPM 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 OPM and SSA can certify to their DIBs that:

1. The matching program will be conducted without change; and
2. OPM and SSA have conducted the matching program in compliance with the original agreement.

If either party does not want to continue this program, it must provide written notification to the other party of its intention not to continue at least 90 days before the end of the period of the agreement.

D. Modification

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

E. Termination

The parties may terminate this agreement at any time with the consent of both parties. Either party may unilaterally terminate this agreement upon written notice to the other party, in which case the termination shall be effective 90 days after the date of the notice, or at a later date specified in the notice, except that if the reason for the termination involves a possible incident involving PII, such termination may be effective within a shorter period of time as determined by the party whose information has possibly been breached.

XII. Dispute Resolution

Disputes related to this agreement will be resolved in accordance with instructions provided in the Treasury Financial Manual, Volume I, Part 2, Chapter 4700, Appendix 5, *Intragovernmental Transactions Guide*.

XIII. Persons to Contact

A. OPM

Matching Agreement Issues

Lisa Morgan, Program Analyst
Office of Personnel Management
1900 E Street, NW, Room 3316-S
Washington, DC 20415

Telephone: (202) 606-0866
Fax: (202) 606-1163
Email: Lisa.Morgan@opm.gov

Program Issues

Yvette G. Overton
Chief Retirement Eligibility and Services
Office of Personnel Management
1900 E Street, NW, Room 2416
Washington, DC 20415
Telephone: (202) 936-0916
Email: Yvette.Overton@opm.gov

Privacy Issues

Becky Ronayne
Acting Chief Privacy Officer
U.S. Office of Personnel Management
1900 E Street, NW, Room 7542
Washington, DC 20415
Telephone: (202) 936-0124
Email: Becky.Ronayne@opm.gov

Systems Security Issues

Danielle Rowell
Chief Information Security Officer,
Cybersecurity Division
U.S. Office of Personnel Management
1900 E Street, NW, Room 5454
Washington, DC 20415
Telephone: (o) (202) 936-2958
Email: Danielle.Rowell@opm.gov

B. SSA

Matching Agreement Issues

Donald Scott, Government Information Specialist
Office of Privacy and Disclosure
Office of Law and Policy
6401 Security Boulevard, G-401 WHR
Baltimore, MD 21235
Telephone: (410) 965-8850
Email: Donald.Scott@ssa.gov

Systems Security Issues

Robert Muffoletto, Division Director
Office of Information Security
Division of Compliance and Assessments
Suite 3883 Perimeter East Building
6201 Security Boulevard
Baltimore, MD 21235
Telephone: (410) 966-5248
Email: Robert.Muffoletto@ssa.gov

Computer Systems Issues

Angil Escobar, Branch Chief
OEIS/DDE/Verifications & Exchanges Analysis Branch
Office of the Chief Information Officer
Social Security Administration
6401 Security Boulevard, 3201 Robert M. Ball Building
Baltimore, MD 21235
Telephone: (410) 965-7213
Email: Angil.Escobar@ssa.gov

Project Coordinator

Jamillah Jackson, Branch Chief
Federal Agreements Branch
Office of Income Security Programs
Office of Law and Policy
Social Security Administration
6401 Security Boulevard
Baltimore, MD 21235
Telephone: (410) 965-3747
Email: Jamillah.N.Jackson@ssa.gov

Program Policy Issues:

Supplemental Security Income Provision (Appendix A)

Scott Logan
Office of SSI and Program Integrity
Office of Income and Security Programs
Social Security Administration
Robert Ball Building
6401 Security Blvd
Baltimore, MD 21235

Telephone: (410) 966-6516
Email: Scott.Logan@ssa.gov

Public Disability Benefit Offset Provision (Appendix B)

Eric Herbert, Social Insurance Specialist
Office of Applications and Electronic Services Support Policy
Office of Income Security Programs
Social Security Administration
Robert M. Ball Building
6401 Security Boulevard
Baltimore, MD 21235
Telephone: (410) 965-9796
Email: Eric.Herbert@ssa.gov

XIV. Integration Clause

This agreement and its appendices constitute the entire agreement of the parties with respect to its subject matter and supersede all other data exchange agreements between the parties that pertain to the disclosure of the specified civil service benefit and payment data between SSA and OPM for the purposes described in this agreement. SSA and OPM have made no representations, warranties, or promises outside of this agreement. This agreement takes precedence over any other documents that may be in conflict with it, including any conflicting terms in any Interconnection Security Agreement (ISA) entered into in accordance with NIST SP 800-47 governing the interconnections between information technology systems that will be utilized for the transfer of information under this agreement.

XV. Authorized 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.

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

SOCIAL SECURITY ADMINISTRATION

**Jennifer
Karangelen** Digitally signed by
Jennifer Karangelen
Date: 2025.07.01
17:57:08 -04'00'

Jennifer Karangelen
Acting Deputy Executive Director
Office of Privacy and Disclosure
Office of the General Counsel

Date _____

**Matthew
Ramsey** Digitally signed by
Matthew Ramsey
Date: 2025.07.03 09:52:51
-04'00'

Matthew D. Ramsey
Chair, Data Integrity Board

Date _____

OFFICE OF PERSONNEL MANAGEMENT

Margaret P. Pearson

Margaret Pearson
Associate Director
Retirement Services

Date 7/2/2025

Becky Ronayne

Digitally signed by Becky
Ronayne

Date: 2025.07.02 14:25:14
-04'00'

Becky Ronayne
Acting Chair, Data Integrity Board

Date _____

APPENDIX A
Supplemental Security Income/Special Veterans' Benefits
Match #1005

I. Purpose

The Social Security Administration (SSA) will match the Office of Personnel Management's (OPM) data with SSA's records to verify the accuracy of information supplied by applicants and recipients concerning their eligibility for the Supplemental Security Income (SSI) program, as authorized by sections 1631(e)(1)(B) and (f) of the Social Security Act (Act) (42 U.S.C. §§ 1383(e)(1)(B) and (f)), and/or for the Special Veterans' Benefits (SVB) program, as authorized by section 806 of the Act (42 U.S.C. § 1006). The SSI program provides payments to certain aged, blind, or disabled persons who have income and resources below levels established by law and regulations. The SVB program provides special benefits to certain World War II veterans.

II. Justification and Anticipated Results

A. Justification

Section 1631(e)(1)(B) of the Act requires SSA to verify the information provided by applicants for and recipients of SSI payments before making a determination of eligibility or payment amount (42 U.S.C. §§ 1383(e)(1)(B)). Section 1631(f) of the Act requires Federal agencies to furnish SSA with the information necessary to verify eligibility (42 U.S.C. §§ 1383(f)). Section 806(b) of the Act requires this same verification for SVB applicants and recipients (42 U.S.C. § 1006(b)). Computer matching is the most cost effective, comprehensive, and efficient way for SSA to verify the information from the applicants for and recipients of SSI and SVB payments, and for SSA to meet its civil service benefit offset obligations. No other administrative activity can efficiently accomplish this purpose.

B. Anticipated Results

SSA estimates that the matching operation will result in gross savings of \$542,505 for SSA, with estimated SSA costs of \$30,717. The resulting benefit-to-cost ratio is 17.7 to 1. Matches related to SVB will not significantly affect the cost or anticipated results. OPM does not expect any savings for any OPM programs resulting from the matching program.

III. Description of the Records

A. Systems of Records (SOR)

OPM will provide SSA with an electronic file containing civil service benefit and payment data from the annuity and survivor master file. OPM's SOR applicable to this matching activity is OPM/Central-1 Civil Service Retirement and Insurance

Records, as published at 73 Fed. Reg. 15013 (March 20, 2008) and amended at 80 Fed. Reg. 74815 (November 30, 2015). Pursuant to 5 U.S.C. § 552a(b)(3), OPM established routine uses to disclose the subject information to SSA.

SSA will match each record on the OPM file for SSN verification using SSA's Enumeration System database. SSA's SOR applicable to the verification process is the Master Files of SSN Holders and SSN Applications (Enumeration System), 60-0058, as published at 90 Fed. Reg. 10025 (February 20, 2025). SSA will then match those verified records to SSA's SSI payment information maintained in the Supplemental Security Record (SSR). SSA's SOR applicable to the matching activity is the Supplemental Security Income Record and Special Veterans Benefits Record (SSR/SVB), 60-0103, as published at 71 Fed. Reg. 1830 (January 11, 2006), and amended at 72 Fed. Reg. 69723 (December 10, 2007), 83 Fed. Reg. 31250-31251 (July 3, 2018), 83 Fed. Reg. 54969 (November 1, 2018), 89 Fed. Reg. 825 (January 5, 2024), and 89 Fed. Reg. 14554 (February 27, 2024). The information in these SORs may be updated during the effective period of this agreement as required by the Privacy Act.

B. Number of Records Involved and Frequency of Matching

Each month, OPM will provide SSA with an electronic file that will include updated payment information for new civil service annuitants and annuitants whose civil service annuity has changed. This monthly file contains approximately 25,000 records.

OPM will provide SSA with the entire master annuity file of approximately 2.7 million records once yearly for the month of the civil service cost-of-living allowance.

C. Specified Data Elements Used in the Match

1. OPM will furnish SSA with the following civil service benefit and payment data:

- a. name;
- b. SSN;
- c. date of birth;
- d. civil service claim number;
- e. first potential month and year of eligibility;
- f. first month, day, and year of entitlement;
- g. amount of current gross civil service benefits; and
- h. effective date (month, day, and year) of civil service amount.

2. OPM will also furnish SSA with the following additional civil service benefit and payment data:

- a. SSNs for disabled children

- b. retroactive payments; and
 - c. payments that are currently coded 'special pay.'
3. Before SSA conducts the match, SSA will attempt to verify the SSNs furnished by OPM using the SSA Enumeration System database. SSA will only use verified SSNs in the match with the SSR. The verification process will proceed as follows:
- a. If the individual's name, date of birth, and SSN combination provided by OPM match SSA's records, SSA will consider the SSN verified.
 - b. If OPM indicates a person is receiving civil service payments, but the individual has either failed to provide an SSN or provided the wrong SSN, SSA will attempt to identify the SSN via a search routine using the OPM-provided name and date of birth.
 - c. If SSA is able to match the name and date of birth combination with an SSN in its records, SSA will assume the SSN belongs to the person identified in the OPM-provided file. SSA will then treat the SSN obtained through this search routine as it would an OPM-provided SSN combination that initially matched its records.
4. SSA will match the SSN-verified OPM data against the SSR to identify SSI/SVB recipients who are also receiving a civil service pension.

IV. Verification Procedure and Opportunity to Contest

A. Verification Procedure

SSA will take no adverse action regarding SSI and SVB recipients identified through the matching process solely based on information obtained through this match. SSA will contact the recipient to verify the matching results in accordance with the requirements of the Privacy Act and applicable Office of Management and Budget (OMB) guidelines.

The affected individual will have an opportunity to contest the accuracy of the information obtained through this match, as described in Article IV.B below. SSA will consider the information that OPM provides as accurate if the recipient does not contest it within 10 days after he or she receives notice of the proposed adverse action.

B. Opportunity to Contest

Before taking any adverse action based on the information received from the match, SSA will notify the applicant, recipient, or appropriate representative that SSA has received information pertaining to his or her receipt of a civil service benefit that

indicates that an adverse action is necessary and provide the individual an opportunity to contest the accuracy of the information before SSA makes any adverse adjustment.

Under applicable SSI regulations, 20 C.F.R. § 416.1336, 10 days prior to taking any adverse action, SSA will notify the applicant or beneficiary, in writing, of the proposed adverse action. The notice will contain the following information:

1. that SSA has received information that indicates that the proposed adverse action is necessary; and
2. that the individual has 10 days to contest the proposed adverse action or SSA will conclude that the information provided by OPM is correct and will make the necessary adjustment to the individual's payment.

V. Accuracy Assessments

Based on a sample review by OPM, OPM estimates its civil service benefit and payment data records to be 95 percent accurate. SSA does not have an accuracy assessment specific to the data elements listed in this appendix. However, SSA conducts assessments of the data in its Systems of Records as part of its ongoing financial integrity and internal control reviews in accordance with the guidelines established in OMB Management Procedures Memorandum No. 2016-03 – Additional Guidance for DATA Act Implementation: Implementing Data-Centric Approach for Reporting Federal Spending Information; OMB M-17-04 – Additional Guidance for DATA Act Implementation: Further Requirements for Reporting and Assuring Data Reliability; and OMB M-18-16 – Appendix A to OMB Circular No. A-123, Management of Reporting and Data Integrity Risk. Based on these reviews, which are certified by the agency's Senior Accountable Official (agency Chief Financial Officer) and by the unqualified audit opinion rendered by the agency's financial statement auditor, the agency has a reasonable assurance as to the accuracy and reliability of these data.

APPENDIX B
Public Disability Benefit Offset
Match #1019

I. Purpose

The Social Security Administration (SSA) will use the Office of Personnel Management's (OPM) data to administer the Public Disability Benefit (PDB) offset provision. SSA will match OPM's records of civil service disability benefit and payment data with SSA's records of Social Security disability insurance (DI) benefits to identify DI beneficiaries whose benefits should be reduced because the disabled worker is also receiving a civil service disability annuity benefit. SSA will match the OPM data to verify information provided (or identify information that should have been provided) by the disabled worker both at the time of initially applying for Social Security benefits, as well as on a continuing basis, to ensure that any reduction in Social Security disability benefits is based on the current civil service disability benefit amount.

II. Justification and Anticipated Results

A. Justification

Section 224 of the Social Security Act (Act) (42 U.S.C. § 424a) provides for the reduction of Social Security disability benefits if the disabled worker is also entitled to a PDB, and a civil service disability annuity benefit is a PDB. SSA relies on the person to report entitlement to, or changes in, the public payment amount. However, SSA has found that some workers fail to make voluntary reports. SSA is legally required to offset specific benefits, including DI, by a percentage of civil service benefits received. Section 224(h)(1) of the Act (42 U.S.C. § 424a(h)(1)) requires any Federal agency to provide SSA with information in its possession that SSA may require for making a timely determination of the amount of reduction under section 224 of the Act (42 U.S.C. § 424a). Information from OPM is the only means available for verifying the receipt and amount of the civil service disability benefit. The most cost effective, comprehensive, and efficient way to obtain this information is via the computer match. Conducting a matching operation with OPM will permit proper payment of Social Security disability benefits and will prevent and detect overpayments and underpayments to those beneficiaries for whom SSA does not have correctly reported PDB data. No other administrative activity can efficiently accomplish this purpose.

B. Anticipated Results

SSA estimates that the matching operation will result in gross savings of \$179,514 for SSA, with estimated SSA costs of \$69,113. The resulting benefit-to-cost ratio is 2.6 to 1. OPM does not expect any savings for any OPM programs resulting from this matching operation.

III. Description of the Records

A. Systems of Records (SOR)

OPM will provide SSA with an electronic file extracted from the annuity and survivor master files. The files will contain information about each new disability annuitant and those annuitants whose disability benefits have changed. OPM's SOR applicable to this matching activity is OPM/Central-1 Civil Service Retirement and Insurance Records, as published at 73 Fed. Reg. 15013 (March 20, 2008), as amended at 80 Fed. Reg. 74815 (November 30, 2015). Pursuant to 5 U.S.C. § 552a(b)(3), OPM established routine uses to disclose the subject information to SSA.

SSA will match each record on the OPM file for SSN verification using SSA's Enumeration System database. SSA's SOR applicable to the verification process is the Master Files of SSN Holders and SSN Applications (Enumeration System), 60-0058, as published at 90 Fed. Reg. 10025 (February 20, 2025). SSA will then match those verified records to DI records in the Master Beneficiary Record (MBR) to identify DI beneficiaries who may be subject to PDB offset. SSA's SOR applicable to the matching activity is the MBR, 60-0090, as published at 71 Fed. Reg. 1826 (January 11, 2006), and amended at 72 Fed. Reg. 69723 (December 10, 2007), 78 Fed. Reg. 40542 (July 5, 2013), 83 Fed. Reg. 31250-31251 (July 3, 2018), 83 Fed. Reg. 54969 (November 1, 2018), 89 Fed. Reg. 825 (January 5, 2024), and 89 Fed. Reg. 14554 (February 27, 2024).

B. Number of Records Involved and Frequency of Matching

Each month, OPM will provide SSA with an electronic file, which will include updated payment information for new disability annuitants and annuitants whose civil service disability benefit amount has changed. This monthly file contains approximately 25,000 records.

OPM will provide SSA with the entire OPM annuity master file of approximately 2.7 million records once yearly for the month of the civil service cost-of-living allowance.

C. Specified Data Elements Used in the Match

1. OPM will furnish SSA with the following civil service and benefit payment data:
 - a. payment status code;
 - b. name;
 - c. SSN;
 - d. date of birth;
 - e. claim number;
 - f. first month, day, and year of entitlement;
 - g. disability indicator;

- h. Federal Insurance Contributions Act (FICA) covered month indicator;
 - i. total service months;
 - j. amount of current gross benefit; and
 - k. effective date (month, day, and year) of the current gross benefit amount.
2. Before SSA conducts the match, SSA will attempt to verify the SSNs furnished by OPM using the SSA Enumeration System database. SSA will only use verified SSNs in the match with the MBR. The verification process will proceed as follows:
 - a. If the individual's name, date of birth, and SSN combination provided by OPM match SSA's records, SSA will consider the SSN verified.
 - b. If OPM indicates a person is receiving civil service payments, but the individual has either failed to provide an SSN or provided the wrong SSN, SSA will attempt to identify the SSN via a search routine using the OPM-provided name and date of birth.
 - c. If SSA is able to match the name and date of birth combination with an SSN in its records, SSA will assume the SSN belongs to the person named in the OPM-provided file. SSA will then treat the SSN obtained through this search routine as it would an OPM-provided SSN combination that initially matched its records.
 3. SSA will match the SSN-verified OPM data against the MBR to identify individuals who may be subject to PDB offset.

IV. Verification and Opportunity to Contest

A. Verification

In certain situations, the information provided by OPM is not sufficient to determine if a reduction in SSA benefits is applicable. In these situations, SSA will attempt to contact the disabled worker and OPM. In all cases, no adjustment will occur until SSA has attempted to confirm the information with the disabled worker via the advance notice process described in Article IV.B below.

B. Opportunity to Contest

Before taking any adverse action based on the information received from the match, or through verification with OPM, SSA will provide the disabled worker and each beneficiary for whom SSA decides such adverse action is necessary with a notice containing the following information:

1. The disabled worker will always be advised that SSA has received information from OPM that the worker is receiving a specific PDB that requires a reduction in the worker's or the worker's family's Social Security benefit;

2. The effective date of the proposed Social Security benefit adjustment;
3. The disabled worker has 30 days from the date of the notice to contest the proposed adverse action;
4. SSA will consider failure to respond to the notice as verification that the information received from OPM is correct and will justify the adverse action described in the notice;
5. SSA will advise any affected beneficiary, other than the disabled worker, that SSA has received information from OPM that the disabled worker is receiving a PDB, which requires a reduction in the beneficiary's Social Security benefit;
6. The effective date of the Social Security benefit adjustment; and
7. The beneficiary has 30 days from the date of the notice to contest the adverse action.

V. Accuracy Assessments

Based on a sample review by OPM, OPM estimates its civil service disability benefit and payment data records to be 95 percent accurate. SSA does not have an accuracy assessment specific to the data elements listed in this appendix. However, SSA conducts assessments of the data in its Systems of Records as part of its ongoing financial integrity and internal control reviews in accordance with the guidelines established in OMB Management Procedures Memorandum No. 2016-03 – Additional Guidance for DATA Act Implementation: Implementing Data-Centric Approach for Reporting Federal Spending Information; OMB M-17-04 – Additional Guidance for DATA Act Implementation: Further Requirements for Reporting and Assuring Data Reliability; and OMB M-18-16 – Appendix A to OMB Circular No. A-123, Management of Reporting and Data Integrity Risk. Based on these reviews, which are certified by the agency's Senior Accountable Official (agency Chief Financial Officer) and by the unqualified audit opinion rendered by the agency's financial statement auditor, the agency has a reasonable assurance as to the accuracy and reliability of these data.

Appendix C
Mutually Beneficial Agreements

SSA Source

Matching Program	SSA Costs	OPM Costs*	OPM Gross Savings	OPM Net Savings
219	\$13,428	\$18,433	\$774,658,015	\$774,626,154
1045	\$24,238	\$408,458	\$6,508,802	\$6,076,107
1071	\$5,474	\$78,402	\$1,379,238	\$1,295,362
Totals	\$43,140	\$505,293	\$782,546,055	\$781,997,623

SSA Recipient

Matching Program	SSA Costs	OPM Costs*	SSA Gross Savings	SSA Net Savings
1005	\$30,717	\$4,608	\$542,505	\$507,180
1019	\$69,113	\$4,608	\$179,514	\$105,793
1307	\$7,443	\$4,608	\$892,355	\$880,304
Totals	\$107,273	\$13,824	\$1,614,374	\$1,493,277

The OPM costs may not reflect the current year's cost of the affected matching activity.

The Gross Savings minus the SSA and OPM costs equal the Net Savings.

10/24/2023