

**COMPUTER MATCHING AGREEMENT
BETWEEN
THE SOCIAL SECURITY ADMINISTRATION
AND
THE DEPARTMENT OF STATE
OFFICE OF RETIREMENT**

Match #1111

I. Purpose

This computer matching agreement sets forth the terms, conditions, and safeguards under which the Social Security Administration (SSA) will provide the Department of State, Office of Retirement (DOS) Social Security numbers (SSN) verifications and Social Security disability benefit information concerning disability annuitants who are receiving Foreign Service Disability Annuity. DOS will use the benefit information to determine the offset amount for Foreign Service Disability Annuity payments.

II. Legal Authority

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.

Section 1106 of the Social Security Act (Act) (42 U.S.C. § 1306) and the regulations promulgated thereunder provide legal authority for SSA's disclosures in this agreement (20 C.F.R. Part 401). Section 7213 of the Intelligence Reform and Terrorism Prevention Act of 2004 (IRTPA) (Pub. L. 108-458) provides SSA authority to add a death indicator to verification routines that the agency determines to be appropriate.

III. Definitions

- A. "Annuity payment" means information pertaining to disability benefit payments issued by DOS on the basis of an individual's employment.
- B. "Benefit information" means SSA's record of the benefits paid under Title II of the Act to each beneficiary. This information is used, if necessary, to compute the amount of the reduction component in the DOS annuity payable to an annuitant.

IV. Responsibilities of Parties

A. DOS Responsibilities

- 1. Once a month, DOS will disclose to SSA a finder file which contains the SSN, name, date of birth (DOB) of Foreign Service disability annuitants in pay status for whom DOS is legally required to offset benefits by a percentage of benefits payable under Title II of the Social Security Act.

2. DOS, as the recipient agency, 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 pursuant to the Privacy Act, 5 U.S.C. § 552a(e)(12).
3. DOS will use the SSA information to offset the amount of Foreign Service Disability Annuity payments as necessary.
4. If SSA provides an SSN beyond the SSN that DOS submitted with the verification request, DOS will not use or disclose that SSN without prior approval from SSA.

B. SSA Responsibilities

1. SSA, using the State Verification and Exchange System (SVES) will match identifiers (i.e., SSN, name, and DOB) from DOS finder file with SSA's Enumeration System.
2. Using SVES, SSA will provide DOS with an SSN verification consisting of a "match/no match" response". In the case of a "no-match" response, the reason for the "no match". In the case of a "match" response, SSA will also provide a death indicator if the individual is listed as deceased in SSA records.
3. If the personal identifiers from DOS' finder file matches the information in SSA records that the Foreign Service disability annuitant is receiving Title II benefits, SSA will also provide the Title II benefit information for the purpose set forth in this agreement.

V. **Justification and Anticipated Results**

A. Justification

SSA and DOS determined that computer matching is the most efficient, economical, and comprehensive means of collecting, comparing, and transferring this information. No other administrative activity can efficiently accomplish this purpose.

B. Anticipated Results

Based on an analysis of potential savings, DOS anticipates the total cost of the SSDI Information Access program to be approximately \$70,000. DOS projects \$127,000 in net savings resulting from the data exchange.

VI. **Description of Matched Records**

A. System of Records

1. The Master Files of SSN Holders and SSN Applications (the Enumeration System), 60-0058, last fully published at 87 Fed. Reg. 263 on January 4, 2022.

2. Master Beneficiary Record, 60-0090, last fully published on January 11, 2006 (71 Fed. Reg. 1826) and amended on December 10, 2007 (72 Fed. Reg. 69723) July 5, 2013 (78 Fed. Reg. 40542), July 3, 2018 (83 Fed. Reg. 31250-31251), and November 1, 2018 (83 Fed. Reg. 54969).
3. DOS will provide data from Human Resources Records, State-31, last fully published on July 19, 2013 (78 Fed. Reg. 43258).

The information in these systems of records may be updated during the effective period of this agreement as required by the Privacy Act. The systems of records involved in this information exchange have routine uses permitting the disclosures needed to conduct this exchange.

B. Specified Data Elements

1. DOS will provide SSA with the following information for each Foreign Service disability annuitant:
 - a. First name;
 - b. Last name;
 - c. SSN; and
 - d. DOB;
2. SSA will provide DOS with the following information for each Foreign Service disability annuitant for whom DOS requests information:
 - a. When the SSN verification produces a “match” response
 - i. Death indicator, if applicable;
 - ii. The amount of monthly Title II benefits; and
 - iii. Effective date of Title II benefit entitlement;
 - b. When the SSN verification produces a “no match” response, the reason for the no match response in the form of an error code.

C. Number of Records

1. DOS will submit approximately 50 records per year in a format SSA defines for the duration of this agreement.
2. SSA will provide a response record for each Foreign Service disability annuitant that DOS identifies. The total number of records will be equal to or greater than the number of records submitted by DOS. In some instances, a Foreign Service disability annuitant may have more than one record on file.

D. Frequency

SSA and DOS will conduct this matching activity monthly.

VII. Accuracy Assessments

The SSA Enumeration System used for SSN matching is 100 percent accurate based on SSA's Office of Analytics, Review, and Oversight. "FY 2018 Enumeration Accuracy Review Report, April 2019".

SSA does not have an accuracy assessment specific to the data elements listed in this agreement. 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. "FY 2018 Title II Stewardship Report, July 2019"

VIII. Notice Procedures

SSA will notify all individuals who apply for benefits that SSA will conduct matching programs. SSA's notice consists of appropriate language printed on its application forms for a Social Security card, Social Security benefits, and Supplemental Security Income payments. SSA issues, or makes available, separate handouts and periodic mailings with appropriate language pertaining to computer matching, such as the mid-year mailer that requests earnings estimates from beneficiaries and the annual cost-of-living adjustment notice.

DOS will notify all individuals who apply for Foreign Service disability annuities that DOS will conduct matching programs. DOS's notice consists of appropriate language printed on the Foreign Service disability annuity approval letters and annual mailings to disabled Foreign Service annuitants. DOS issues an annual annuitant newsletter, which will also contain appropriate language pertaining to computer matching.

IX. Verification Procedures and Opportunity to Contest

A. Verification Procedures

DOS will take no adverse action regarding Foreign Service disability annuitants identified through the matching process solely based on information that DOS obtains from the match. DOS will contact the disability annuitant to verify the matching results in accordance with the requirements of the Privacy Act and applicable OMB guidelines.

B. Opportunity to Contest

Before taking any adverse action based on information received from the match, DOS will provide to all Foreign Service disability annuitants, in writing, the following information:

1. Any adverse findings made on the basis of the verified information.
2. Notification that the Foreign Service disability annuitant may contest the findings.
3. Notification that adverse actions shall not commence until after 30 days from the notification date of adverse findings.

X. Procedures for Retention and Timely Destruction of Identifiable Records

DOS will retain the electronic files received from SSA only for the period of time required for any processing related to the matching program and then will destroy all such data by electronic purging, unless DOS is required to retain the information in order to meet evidentiary requirements. In case of such retention for evidentiary purposes, DOS will retire the retained data in accordance with the applicable Federal Records Retention Schedule (44 U.S.C. § 3303a). DOS will not create permanent files or a separate system comprised solely of the data provided by SSA.

SSA will destroy the data that DOS provides within 30 to 90 days after SSA completes processing and sends data to DOS. Any identifiable records created by SSA in the course of the matching operation will be destroyed or retired in accordance with the Federal Records Retention Schedule (44 U.S.C. § 3303a).

XI. Records Usage, Duplication, and Redisclosure Restrictions

SSA and DOS will adhere to the following limitations on the use, duplication, and redisclosure of the electronic files and data provided by the other agency under this agreement:

- A. SSA and DOS will use and access the data only for the purposes described in this agreement.
- B. SSA and DOS will not use the data to extract information concerning medical care recipients therein for any purpose not specified by this agreement, except as required by Federal law.
- C. SSA and DOS will not duplicate or disseminate the data, within or outside their respective agencies, without the written permission of the other agency, except as required by Federal law. SSA and DOS will not give such permission unless the law requires disclosure, or the disclosure is essential to the matching program. For such permission, the agency requesting permission must specify in writing: (1) what data it is requesting be duplicated or disseminated; (2) to whom the data is being duplicated or disseminated; and (3) the reasons that justify such duplication or dissemination.

XII. Security Procedures

SSA and DOS 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 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, 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 DOS experiences an incident involving the loss or breach of PII provided by SSA or DOS under the terms of this agreement, they will follow the incident reporting guidelines issued by OMB. In the event of a reportable incident under OMB guidance involving PII, the agency experiencing the incident is responsible for following its established procedures, including notification to the proper organizations (e.g., United States Computer Emergency Readiness Team and the agency's privacy office). In addition, the agency experiencing the incident (e.g., electronic or paper) will notify the other agency's Systems Security Contact named in this agreement. If DOS 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), DOS will call SSA's National Network Service Center toll free at 1-877-697-4889. If SSA is unable to speak with DOS Systems Security Contact within one hour, SSA will contact DOS security contact at (202) 718-5428 or (202) 663-2378.

B. Breach Notification

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

C. Administrative Safeguards

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

E. Technical Safeguards

SSA and DOS 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 DOS will strictly limit authorization to those electronic data areas necessary for the authorized analyst to perform official duties.

F. Application of Policies and Procedures

SSA and DOS will adopt policies and procedures to ensure that each agency uses the information contained in their respective records or obtained from each other solely as provided in this agreement. SSA and DOS 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.

XIII. Comptroller General Access

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

XIV. Reimbursement

DOS will reimburse SSA for this data exchange by executing Department of Treasury FS Forms 7600A and 7600B setting forth the fiscal and accounting terms acceptable to both parties, referred hereafter as “Fiscal Forms.” SSA will collect funds from DOS up to the amount specified in the Fiscal Forms for the applicable fiscal year through the Intra-Governmental Payment and Collection (IPAC) system or Treasury’s G-Invoicing system, which will generate an IPAC invoice on a quarterly basis, sufficient to reimburse SSA for the costs it has incurred for performing services through the date of billing. The SSA Reimbursable Agreement (RA) number must be cited on all IPAC submissions. At least quarterly, but no later than 30 days after an accountable event, SSA will provide DOS with a performance report (e.g., a billing statement) that details all work performed to date. Additionally, at least quarterly, SSA and DOS will reconcile balances related to revenue and expenses for work performed under the agreement.

This agreement does not authorize SSA to incur obligations through the performance of the services described herein. Only the execution of the Fiscal Forms authorizes performance of such services. SSA may incur obligations by performing services under a reimbursable agreement only on a fiscal year basis. Accordingly, accompanying this agreement are executed Fiscal Forms that provide authorization for SSA to perform services under this agreement in FY 2023. Since the cost of services provided by SSA under this agreement span multiple fiscal years, SSA will prepare a new FS Form 7600B at the beginning of each succeeding fiscal year. Both parties must sign FS Form 7600B if FS Form 7600A was signed for multiple years prior to providing any services under this agreement before commencing performance of services for that fiscal year. The parties must sign modified Fiscal Forms if actual costs exceed the estimated cost. SSA’s obligation for fiscal years beyond 2023 is subject to the availability of funds.

XV. Duration, Modification, and Termination

A. Effective Date

The effective date of this agreement is June 18, 2024, provided that DOS reported the proposal to 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 DOS published notice of the matching program in the Federal Register for at least thirty (30) days 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 DOS and SSA may, within three months prior to the expiration of this agreement, renew this agreement for a period not to exceed twelve months if DOS and SSA can certify to their DIBs that:

1. The matching program will be conducted without change; and
2. DOS 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 notify 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 agencies and approved by the DIB of each agency, and in accordance with Federal law.

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.

SSA or DOS may immediately and unilaterally suspend the data flow under this agreement or terminate this agreement if:

1. Determines that either agency has used or disclosed the information in an unauthorized manner;
2. Determines that either agency has violated or failed to follow the terms of this agreement; or
3. Has reason to believe that either agency breached the terms for security of data. If an agency suspends the data flow in accordance with this subsection, it will suspend the data until it makes a final determination of a breach.

XVI. Disclaimer

Neither Agency is liable for any damages or loss resulting from errors in information provided to the other agency under this agreement. Neither Agency is liable for damages or loss resulting from the destruction of any materials or data provided by the other agency. All information furnished to either agency is subject to the limitations and qualifications, if any, transmitted with such information. If, because of any such error, loss, or destruction, SSA must re-perform the services, DOS will treat the additional cost as a part of the full costs incurred in compiling and furnishing such information and will pay for such additional costs.

The performance or delivery by SSA of the goods and/or services described herein and the timeliness of said delivery are authorized only to the extent that they are consistent with proper performance of the official duties and obligations of SSA and the relative importance of this request to others. If for any reason SSA delays or fails to provide services, or discontinues the services, or any part thereof, SSA is not liable for any damages or loss resulting from such delay, or for any such failure or discontinuance.

XVII. Dispute Resolution

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

XVIII. Integration Clause

This agreement, and the accompanying Fiscal Forms, constitute the entire agreement of the parties with respect to its subject matter and supersede all other agreements between the parties regarding its subject matter. The parties 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.

XIX. Persons to Contact

A. SSA Contacts:

Matching Agreement Issues

Kwesi Morris
Government Information Specialist
Office of the General Counsel
Office of Privacy and Disclosure
Social Security Administration
6401 Security Boulevard, G-401 WHR Building
Baltimore, MD 21235
Telephone: (410) 965-0088
Email: Kwesi.A.Morris@ssa.gov

Systems Security Issues

Jennifer Rutz
Director
Office of Information Security
Division of Compliance and Oversight
Office of Systems
Suite 3383 Perimeter East Building
6201 Security Boulevard
Baltimore, MD 21235
Telephone: (410) 965-0266
Email: Jennifer.Rutz@ssa.gov

Computer Systems

Angil Escobar
Branch Chief
OEIS/DDE/Verifications & Exchanges Analysis Branch
Enterprise Information Systems
Office of Systems
Social Security Administration
6401 Security Boulevard, 3-E-2-F Robert M. Ball Building
Baltimore, MD 21235
Telephone: (410) 965-7213
Email: Angil.Escobar@ssa.gov

Project Coordinator

Stephanie Meilinger
Data Exchange Liaison
Office of Data Exchange
Office of Data Exchange, Policy Publications, and International Negotiations
4700 Annex
6401 Security Boulevard
Baltimore, MD 21235

Telephone: (410) 966-0476
Email: Stephanie.Meilinger@ssa.gov

B. DOS Contacts

Matching Agreement Issues

Edward Capers, Jr.
Director, Office of Retirement
2401 E. Street NW, Room H-620
Washington, DC 20522
Telephone: (202) 261-8960
Email: CapersE@state.gov

Systems Security Issues

Mimi Luu
Bureau Security Officer
Global Talent Management
Information Systems Security Office
2401 E Street NW
H801 (SA-01)
Washington, DC 20037-0006
Telephone: (703) 395 2837
Email: LuuKQN@state.gov

Computer Systems

Douglas D. Townsend
Senior IT Specialist
Global Talent Management
Executive Office
2401 E Street NW
H801 (SA-01)
Washington, DC 20037-0006
Telephone: (202) 261 8282
Email: TownsendDD@state.gov

Project Coordinator

Edward Capers, Jr.
Director, Office of Retirement
2401 E. Street NW, Room H-620
Washington, DC 20522
Telephone: (202) 261-8960
Email: CapersE@state.gov

XX. Signatures

A. SOCIAL SECURITY ADMINISTRATION:

Source Agency Certification:

As the authorized representatives of the source agency named above, I certify that I have competent authority on behalf of SSA to enter into the obligations set forth in this agreement.

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

_____ Date _____
Michelle Christ
Acting Deputy Executive Director
Office of Privacy and Disclosure
Office of the General Counsel

Data Integrity Board Certification:

_____ Date _____
Matthew D. Ramsey
Chair, Data Integrity Board
Social Security Administration

B. DEPARTMENT OF STATE OFFICE OF RETIREMENT:

Recipient Agency Certification:

As the authorized representatives of the recipient agency named above, I certify that I have competent authority on behalf of DOS to enter into the obligations set forth in this agreement.

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

Ed Capers Jr.

Date 02/05/2024

Edward Capers, Jr.
Director, Office of Retirement
U.S. Department of State

Data Integrity Board Certification:

Garrett Berntsen (Acting)

Date 2/5/2024

Matthew Graviss, PhD
Chief Data Officer
Enterprise Data Council (EDC)
U.S. Department of State