

**COMPUTER MATCHING AGREEMENT
BETWEEN
THE SOCIAL SECURITY ADMINISTRATION
AND
THE DEPARTMENT OF VETERANS AFFAIRS**

**Effective: October 1, 2014
Expiration: March 30, 2016
Match #1030**

I. Purpose and Legal Authority

A. Purpose

This computer matching agreement establishes the terms, conditions, and safeguards under which the Social Security Administration (SSA) will disclose data from SSA's Master Beneficiary Record (MBR) and the Master Files of Social Security Number (SSN) Holders and SSN Applications (Numident) to the Department of Veterans Affairs (VA). This disclosure will provide VA with data to update the master records of VA beneficiaries and their dependents receiving income-dependent benefits, and to adjust VA income-dependent benefits.

B. Legal Authority

Under 38 U.S.C. § 5106, SSA must provide information to VA for purposes of determining eligibility for or amount of benefits, or verifying other information. Additional legal authority for SSA to disclose information under this agreement is section 1106 of the Social Security Act (Act) (42 U.S.C. § 1306); the Privacy Act, 5 U.S.C. § 552a; and section 7213 of Public Law 108-458, the Intelligence Reform and Terrorism Prevention Act of 2004.

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; Office of Management and Budget (OMB) final guidance interpreting this act published at 54 Federal Register (FR) 25818 (June 19, 1989); and OMB Circular A-130, "Management of Federal Information Resources."

II. Responsibilities of the Parties

A. VA Responsibilities

1. VA will provide SSA with an electronic file in a format defined by SSA that contains the necessary identifying information for applicable beneficiaries and their dependents who are receiving income-dependent benefits. The responsible component for VA is the Veterans Benefits Administration.
2. VA will provide Congress and OMB with notice of this program and will publish the required matching notice in the FR.

B. SSA Responsibilities

SSA will disclose to VA data from SSA's MBR and Numident. SSA will provide an SSN verification for each record that VA submits. SSA will provide MBR payment data only for those SSNs that pass the initial SSN verification with the Numident.

III. Justification and Anticipated Results

A. Justification

Under 38 U.S.C. § 5106, Federal agencies must disclose information to VA to allow VA to verify the income information submitted by income-dependent beneficiaries.

The most cost-effective and efficient way for VA to verify statements of VA income-dependent beneficiaries about benefits SSA pays to those beneficiaries and their dependents is by means of a computer match.

B. Anticipated Results

VA expects to have a net savings of approximately \$6.3 million per year by performing this matching program. SSA does not expect any savings for any SSA programs as a result of this matching program. The benefit to cost ratio for this match is approximately 279 to 1. VA based the estimate on the result of the most recent match of the records between SSA and VA. See Attachment 1 for the cost-benefit analysis.

IV. Procedures for Notice

A. Applicants

VA and SSA will notify all applicants who apply for benefits that information in their respective records is subject to computer matches with other agencies. VA's notice consists of appropriate language printed on its application forms. SSA's notice consists of appropriate language printed on application forms and separate handouts when necessary.

B. Beneficiaries

VA will provide subsequent periodic notices to its respective beneficiaries. VA's notice consists of appropriate language mailed by check stuffer or letter to all affected beneficiaries.

V. Description of Records Matched

A. Systems of Records

1. SSA will disclose the necessary benefit information electronically from the files of the MBR, system of records number 60-0090, last amended at 78 FR 40542 (July 5, 2013). The applicable routine use is number 23. SSA will disclose SSN verification information from the Numident, system of records number 60-0058, last amended at 78 FR 40542 (July 5, 2013). The applicable routine use is number 15.
2. VA records involved in this match are in “VA Compensation, Pension, Education, and Vocational Rehabilitation and Employment Records – VA” (58 VA 21/22/28), a system of records that was first published at 41 FR 9294 (March 3, 1976), last amended and republished in its entirety at 77 FR 42593 (July 19, 2012). The applicable routine use is number 39.

B. Number of Records

C. Specified Data Elements

VA will provide SSA with an electronic file in a format defined by SSA that contains the necessary identifying information for applicable beneficiaries and their dependents. Each VA input file will contain variables 1-17 listed in Attachment 2. SSA will match the file against the Numident and MBR and will generate an output file with information on items 18-39 of Attachment 2 for each of VA's records containing a verified SSN.

D. Frequency of Matching

This match will occur annually, in conjunction with VA's annual cost of living adjustment (COLA) processing at the end of the calendar year.

VI. Verification Procedure and Opportunity to Contest

The Privacy Act, 5 U.S.C. § 552a(p)(1)(A)(ii), permits a source agency's Data Integrity Board (DIB) to waive the independent verification requirement if certain conditions are met. The SSA DIB, as the source agency in this match, determined that: 1) the information involved in this match is limited to SSN verification and the amount of benefits paid under a Federal benefit program and 2) there is a high degree of confidence that the information SSA is providing to VA is accurate. Thus, VA can suspend, terminate, reduce, or make a final denial of any financial assistance or payment under a Federal benefit program to an individual without independently verifying the identification and amount of benefits information provided to it by SSA.

- A. Sixty days before taking any adverse action based on the information received from the match, VA will provide all the beneficiaries for whom VA decides such adverse action is necessary, with the following information:

1. VA received information from SSA that indicates why VA believes an adverse action is necessary; and
 2. The beneficiary has sixty days to contest the proposed adverse action.
- B. The notice will state that unless the beneficiary contests the proposed adverse action within sixty days, VA will conclude that the matching data provided by SSA is correct and will take the necessary actions regarding the beneficiary's payment. Upon completion of any adverse action, VA will notify the beneficiary of applicable appeal rights, amount of overpayment, if any, and procedures for requesting waiver of the overpayment.

VII. Procedures for Retention and Timely Destruction of Records

A. VA

VA will retain the files received from SSA only for the period required for any processing related to the matching program and will then destroy all such data by electronic purging. After the matching process, VA will retain the matched records in the related individual's permanent case file to meet evidentiary requirements. VA will destroy or retire the matched records in accordance with the Federal Records Retention Schedule (44 U.S.C. § 3303a). VA will not create a permanent file or separate system containing the data SSA provides to VA.

B. SSA

SSA will delete the matching file once the match is completed.

VIII. Security Procedures

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

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

compliance of their respective contractors and agents.

A. Loss Reporting

If either SSA or VA experiences a loss of PII provided by the other agency under the terms of this agreement, they will follow the OMB loss reporting guidelines (OMB M-06-19, "Reporting Incidents Involving Personally Identifiable Information and Incorporating the Cost for Security in Agency Information Technology Investments" (July 12, 2006)). In the event of an incident involving the loss or potential loss of PII, the agency experiencing the event is responsible for following its established procedures, including notification to the proper organizations (i.e., United States Computer Emergency Readiness Team). In addition, the agency experiencing the loss of PII will notify the other agency's Systems Security Contact named in this agreement. If VA 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 normal business hours), VA will call SSA's National Network Service Center toll free at 1-877-697-4889. If SSA is unable to speak with the VA Systems Security Contact within one hour, SSA will contact the VA Network and Security Operations Center at 800-877-4328.

B. Breach Notification

SSA will follow PII breach notification policies and related procedures as required by OMB M-07-16, "Safeguarding Against and Responding to the Breach of Personally Identifiable Information" (May 22, 2007).

VA must follow VA's data breach policies and procedures as set forth in Public Law 109-461, 38 C.F.R. Part 75, VA Handbook 6500, and the Office of the Assistant Secretary for Information and Technology guidance when responding to a breach of PII.

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

E. Technical Safeguards

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

F. Application of Policy and Procedures

SSA and VA 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 VA will comply with these guidelines and any subsequent revisions.

G. Onsite Inspection

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

IX. Records Usage, Duplication, and Rediscovery Restrictions

SSA and VA will adhere to the following:

1. VA and SSA will use and access the data only for the purpose described in this agreement.
2. VA and SSA will not use the data to extract information concerning individuals for any purpose not specified by this agreement.
3. VA and SSA will advise all personnel who will have access to the records matched and to any records created by the match of the confidential nature of the information, the safeguards required to protect the information, and the civil and criminal sanctions for noncompliance contained in applicable Federal laws.

4. VA and SSA will not duplicate or disseminate the data, within or outside their respective agencies, without the written permission of the other agency. VA and SSA will not give such permission unless Federal law requires disclosure or the disclosure is essential to the matching program. For such permission, the agency requesting permission must specify in writing what data they are requesting be duplicated or disseminated and to whom, and the reasons that justify such duplication or dissemination.

X. Accuracy Assessments

Previous matches with the same files indicate that based on the internal verification of the name and SSNs in VA records, VA records are 99 percent accurate and that, based on the internal verification procedures, at least 99 percent of the benefit information in VA records is accurate. Periodic internal verification procedures indicate that SSA records are 99 percent accurate.

XI. Comptroller General Access

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

XII. Reimbursement

Pursuant to 38 U.S.C. § 5106, SSA is statutorily required to provide the information requested by VA under this agreement at no cost to VA.

XIII. Duration, Modification, and Termination

A. Effective Date

The effective date of this agreement is October 1, 2014, provided that the following notice periods have lapsed: 30 days from the date VA publishes a Computer Matching Notice in the FR; 40 days from the date of the matching program notice that is sent to the Congressional committees of jurisdiction under 5 U.S.C. § 552a(o)(2)(A); and 40 days from the date of the matching program notice that is sent to OMB.

B. Duration

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

C. Renewal

The DIBs of VA 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 VA and SSA can certify to their DIBs that:

1. The matching program will be conducted without change; and
2. VA 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 agency 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.

SSA may make an immediate, unilateral suspension of the data flow or termination of this agreement if SSA:

1. Determines that there has been an unauthorized use or disclosure of information by VA;
2. Determines that there has been a violation of or failure to follow the terms of this agreement; or
3. Has reason to believe that VA breached the terms for security of data. If SSA suspends the data flow in accordance with this section, SSA will suspend the data until SSA makes a definite determination of a breach.

XIV. Persons to Contact

A. The contacts on behalf of SSA are:

Agreement Liaison

Mitchell Bowden, Social Insurance Specialist
Office of Data Exchange and Policy Publications
Office of Data Exchange Programs
6401 Security Boulevard
Annex, 3663
Baltimore, MD 21235

Telephone: 410-965-3476
Email: mitchell.bowden@ssa.gov

Program Policy

Yvette Woodson, Social Insurance Specialist
Office of Income Security Programs
Office of Earnings and Program Integrity Policy
6401 Security Boulevard
34 WHR, Pole 4-E-5
Baltimore, MD 21235-6401
Telephone: (410) 965-8624
E-mail: yvette.woodson@ssa.gov

Disclosure and Data Support

Andrea Huseth, Social Insurance Specialist
Office of the General Counsel
Office of Privacy and Disclosure
Social Security Administration
617 Altmeyer Building
6401 Security Boulevard
Baltimore, MD 21235
Telephone: (410) 965-6868
Fax: (410) 594-0115
E-mail: andrea.huseth@ssa.gov

Computer Systems

Rick Hyde, Branch Chief
DIVES/Data Exchange Branch
Office of Earnings, Enumeration, and Administrative Systems
Office of Systems
Social Security Administration
3108 (3-C-3) Robert M. Ball Building
6401 Security Boulevard
Baltimore, MD 21235
Telephone: (410) 965-3490
Fax: (410) 966-3147
Email: Rick.Hyde@ssa.gov

Systems Security

Michael G. Johnson, Director
Division of Compliance and Oversight
Office of Information Security

Office of Systems
Social Security Administration
6401 Security Boulevard, 3103 Annex
Baltimore, MD 21235
Telephone: (410) 965-0266
Fax: (410) 597-0845
E-mail: michael.g.Johnson@ssa.gov

B. The contacts on behalf of VA are:

Program Policy

Sakinah Richardson, Pension Analyst
Pension & Fiduciary Service (21PF)
Department of Veterans Affairs
810 Vermont Avenue, 21PF
Washington, D.C. 20420
Telephone: (202) 632-8838
E-mail: Sakinah.Richardson@va.gov or Pension&Fiduciary.VBACO@va.gov

Computer Systems

Pete Sevilla, Chief
Operations Division Staff
Hines Information Technology Center
Department of Veterans Affairs
22 North of 22nd Street
Hines, IL 60141
Telephone: (708) 681-6611
E-mail: pete.sevilla@va.gov

XV. Integration Clause

This agreement and Attachments 1 and 2 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 SSA's disclosure of the specified data from its MBR and Numident to VA, made between SSA and VA for the purposes described herein. There have been no representations, warranties, or promises made outside of this agreement. This agreement takes precedence over any other documents that may be in conflict with it.


XVI. Disclaimer

SSA is not liable for any damages or loss resulting from errors in information provided to VA under this agreement. SSA is not liable for damages or loss resulting from the destruction of any materials or data provided by VA. All information furnished to VA is subject to the limitations and qualifications, if any, transmitted with such information.

XVII. 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 the agreement.

DEPARTMENT OF VETERANS AFFAIRS

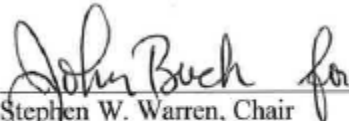


David R. McLenachen, Director
Pension & Fiduciary Service
Veterans Benefits Administration




Date

APPROVED:

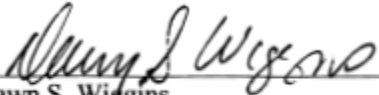


Stephen W. Warren, Chair
Data Integrity Board
Department of Veterans Affairs

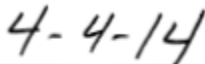


Date

SOCIAL SECURITY ADMINISTRATION



Dawn S. Wiggins
Deputy Executive Director
Office of Privacy and Disclosure
Office of the General Counsel

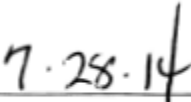


Date

APPROVED:



Kirsten Moncada, Chair
Data Integrity Board



Date

Attachment 1
Cost Benefit Analysis

Period Covered: Fiscal Year 2011

Benefits:

A. Number of cases adjusted	658
B. Overpayments created	\$6,734,434
C. Savings by recovery (recovery rate 65%)	\$4,377,382
D. Amounts saved as a result of this match (cost avoidance)	\$2,030,835
E. Administrative savings such as personnel and program costs resulting from disqualification	\$0
F. Other savings	
TOTAL SAVINGS	\$6,408,217

Costs:

A. Salaries, fringe benefits, and other personnel costs in administering the matching program including costs associated with the verification process	0,440
B. Computer costs	\$2,400
TOTAL COST	\$22,840

The benefits of this match exceed the costs by \$6,385,377 and by a ratio of 279 to 1. The ratio of benefits to costs makes this match worthwhile.

Attachment 2

VA/T2 Data Elements

- 1 Social Security Number for Primary Number Holder
- 2 Last Name
- 3 First Name
- 4 Middle Name/Initial
- 5 Date of Birth (MMDDCCYY)
- 6 Sex Code (Blank)
- 7 VA File Number
- 8 Agency Code "VA"
- 9 Type of Benefit
- 10 Veteran with Spouse Indicator
- 11 Payee Number
- 12 Type of Record
- 13 Verified Payment Indicator
- 14 Verification Indicator
- 15 Processing Code "212"
- 16 Verification Account Number (VAN)
- 17 Blanks, or Multiple Request Code
- 18 Verification Code
- 19 Death Indicator
- 20 Filler
- 21 Type of Benefit – Retirement (R), Disability (D) or Survivor (S)
- 22 MBC (Monthly Benefit Credited)

- 23 MBP (Monthly Benefit Payment)
- 24 Medicare Deduction (SMI-B)
- 25 Effective Date of Monthly Social Security Payment “CCYYMM”
- 26 LAF Code (D=Deferred/withheld money), (E=Monies paid through the Railroad Board), (C=Current pay)
- 27 Type of Benefit – Retirement (R), Disability (D), or Survivor (S)
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- 39 Filler

*[Some terms are repeated]