

**COMPUTER MATCHING AGREEMENT  
BETWEEN THE SOCIAL SECURITY ADMINISTRATION  
AND  
THE DEPARTMENT OF VETERANS AFFAIRS  
VETERANS BENEFITS ADMINISTRATION  
(Match #1008)**

**I. Purpose**

This computer matching agreement (agreement) sets forth the terms, conditions, and safeguards under which the Department of Veterans Affairs (VA), Veterans Benefits Administration (VBA) will provide the Social Security Administration (SSA) with information necessary to: (1) identify certain Supplemental Security Income (SSI) and Special Veterans Benefit (SVB) recipients under Title XVI and Title VIII of the Social Security Act (Act), respectively, who receive VA-administered benefits; (2) determine the eligibility or amount of payment for SSI and SVB recipients; and (3) identify the income of individuals who may be eligible for Medicare cost-sharing assistance through the Medicare Savings Programs (MSP) as part of the agency's Medicare outreach efforts.

**II. Legal Authority**

This agreement is executed in compliance with section 1106 of the Act (42 U.S.C. § 1306), 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.

The legal authorities for SSA to conduct this computer matching are sections 806(b), 1144, and 1631(c)(1)(B) and (f) of the Act (42 U.S.C. §§ 1006(b), 1320b-14, and 1383(e)(1)(B) and (f)).

The legal authority for VA to disclose information under this agreement is section 1631(f) of the Act (42 U.S.C. § 1383(f)), which requires Federal agencies to provide such information as the Commissioner of Social Security needs for purposes of determining eligibility for or amount of benefits, or verifying other information with respect thereto.

**III. Definitions**

- A. "Compensation and Pension Payment Data" means information pertaining to compensation and pension benefits paid to anyone by VA based on an individual's military service.
- B. "Medicare Outreach Efforts" means SSA activities designed to identify and notify Medicare beneficiaries under section 1144 of the Act who may be eligible for medical assistance for payment of the cost of Medicare cost-sharing under the Medicaid program. SSA provides lists of those who received notification about Medicare cost-sharing assistance to the state agencies that administer MSP.

#### IV. Responsibilities of the Parties

##### A. SSA

1. SSA will update its Supplemental Security Record (SSR) to reflect the VA compensation and pension payment data.
2. SSA will use the VA compensation and pension payment data to determine the eligibility or amount of payment for SSI or SVB recipients.
3. SSA will identify the income of individuals identified in section 1144 of the Act to determine their potential eligibility for the MSP.
4. SSA 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 (Fed. Reg.).

##### B. VAVBA

1. VA will disclose VA compensation and pension payment data to SSA.
2. The components responsible for this disclosure on behalf of VA are the VBA's Compensation Service and Pension and Fiduciary Service.

#### V. Justification and Anticipated Results

##### A. Justification

Sections 806(b) and 1631(c)(1)(B) of the Act (42 U.S.C. §§ 1006(b) and 1383(c)(1)(B)) require SSA to verify the declarations of applicants for and recipients of SSI or SVB payments concerning eligibility factors and other relevant facts with independent or collateral sources before making determinations of eligibility or payment amounts.

Section 1631(f) of the Act (42 U.S.C. § 1383(f)) requires Federal agencies to furnish SSA with information necessary to verify SSI eligibility and amount of benefits. Section 1144 of the Act (42 U.S.C. § 1320b-14) requires SSA to conduct outreach efforts for the MSP. Computer matching is the most efficient and comprehensive method of collecting and comparing this information. No other administrative activity can accomplish this purpose with the same degree of efficiency.

##### B. Anticipated Results

The benefit to the United States Treasury of this matching operation is the correction of those cases where there is a decrease in the monthly payment amount and the prevention of future overpayments. Based upon the latest evaluation of the

match, the total benefit of this match is \$7,276,153. The cost to SSA for this matching operation is \$140,200; thus showing the matching operation to be cost-effective with a benefit-to-cost ratio of 51.9:1. Please see Attachment for a copy of the full Cost-Benefit Analysis.

#### **VI. Description of Matched Records**

##### **A. Systems of Records**

VA will provide SSA with electronic files containing compensation and pension payment data from its system of records (SOR) entitled the "Compensation, Pension, Education, and Vocational Rehabilitation and Employment Records-VA" (58VA21.22/28), republished with updated name at 74 Fed. Reg. 14865 (April 1, 2009) and last amended at 77 Fed. Reg. 42593 (July 19, 2012). Routine use 20 of 58VA21.22/28 permits disclosure of the subject records for matching purposes.

SSA will match the VA data with SSI/SVB payment information maintained in its SOR entitled "Supplemental Security Income Record and Special Veterans Benefits" (60-0103), last fully published on January 11, 2006 (71 Fed. Reg. 1830), and amended on December 10, 2007 (72 Fed. Reg. 69723), July 3, 2018 (83 Fed. Reg. 31250-31251), and November 1, 2018 (83 Fed. Reg. 54969).

##### **B. Number of Records**

Between January and December 2017, SSA received 750,679 records from VA; 687,472 of which matched SSA/SSR records. The system processed automated updates to 30,663 records and made 5,677 payment adjustments. Of these 5,677 payment adjustments, we suspended 4,563 monthly benefit payments, decreased 984 monthly benefit payments, and increased 189 monthly benefit payments. SSA had no prior report of VA income in 3,604 of the 4,563 cases in which we suspended monthly benefit payments, and in 637 of the 984 cases in which we decreased the monthly benefit payments.

##### **C. Specified Data Elements**

SSA will conduct the match using the Social Security number (SSN), name, date of birth, and VA claim number on both the VA file and the SSR.

##### **D. Frequency of Matching**

VA will furnish SSA with an electronic file containing VA compensation and pension payment data monthly. The actual match will take place approximately during the first week of every month.

## **VII. Accuracy Assessments**

Previous matches with the same files indicate that the SSNs on VA records are 99 percent accurate. The VA compensation and pension data are virtually 100 percent accurate at the time of creation.

SSA does not have an accuracy assessment specific to the data elements listed in this agreement. However, SSA conducts periodic, statistically valid, stewardship (payment accuracy) reviews, in which the benefits or payments listed in this agreement are included as items available for review and correction. SSA quality reviewers interview the selected OASDI and SSI beneficiaries/recipients and redevelop the non-medical factors of eligibility to determine whether the payment was correct. Based on the available study results, we have a reasonable assurance that SSA's accuracy assumptions of a 95 percent confidence level for the monthly benefits or payments listed in this agreement (Fiscal Year (FY) 2016 Title II Payment Accuracy Report, August 2017; FY 2016 Title XVI Payment Accuracy Report, August 2017).

## **VIII. Procedures for Individualized Notice**

SSA will notify applicants or representative payees directly at the time of application for SSI or SVB payments and, for recipients, annually during the life of the match, that SSA will match their records against those of other agencies. SSA will also publish a notice of this matching program in the Federal Register. The notice will conform to standards set by OMB and the SSA Data Integrity Board (DIB).

VA will notify all applicants who apply for VA benefits that VA will conduct matching programs. VA's notice consists of appropriate language printed on its application forms or a separate handout with appropriate language, when necessary. VA will provide subsequent notices to its beneficiaries as required. VA's subsequent notice consists of appropriate language mailed by check stuffer or letter to all potentially affected beneficiaries.

## **IX. Verification Procedure and Opportunity to Contest**

SSA will determine if the data on VA's file is consistent with the data on SSA's file. If the data is not consistent, SSA will contact the individual or representative payee to confirm the data.

At least 10 days (the applicable time period currently established under the SSI and SVB programs) before taking any adverse action based on the information received from the match, SSA will provide written notice to each individual or representative payee for whom SSA decides such adverse action is necessary. The notice will inform the individual of the match findings and provide the following information:

1. SSA has received information from VA pertaining to receipt of a compensation or pension payment, which indicates that an adverse action affecting the individual's SSI

or SVB eligibility or payments is necessary.

2. In order to prevent an action to suspend or reduce benefits, the individual has 10 days (the applicable time period currently established under the SSI and SVB programs) from the date of the notice to contact SSA to contest the adverse decision and submit evidence, if required, to support a decision that benefits should not be suspended or reduced. Unless the individual notifies SSA otherwise within 10 days from the date of the notice, SSA will conclude that the data VA provides is correct and will make the necessary adjustment to the individual's SSI or SVB payment. SSA will consider failure to respond to the notice sufficient justification for taking the adverse action. SSA will permit further appeals of adverse action as described in applicable SSI and SVB instructions and regulations.

**X. Procedures for Retention and Timely Destruction of Records**

SSA will retain the electronic files received from VA only for the period of time required for any processing related to the matching program and will then destroy them by means of electronic erasure following VA Handbook 6500.1, *Electronic Media Sanitization*. SSA must retain some information on particular individuals, which this matching program will generate, in order to meet evidentiary requirements. If such retention is warranted, SSA will retire the retained records in accordance with applicable Federal Records Retention Schedules (44 U.S.C. § 3303a). SSA will not create a separate file or system containing the data VA provides to SSA.

**XI. Security Procedures**

SSA and VA 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 VA experiences an incident involving the loss or breach of PII provided by SSA or VA 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 Information Security Contact named in this agreement. If VA is unable to speak with the SSA Information Security Contact within one hour or if for some other reason notifying the SSA Information Security Contact is not practicable (e.g., it is outside of the 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 VA's Information Security Contact within one hour, SSA will contact the VA Network and Security Operations Center at 1-855-673-4357, Option 6 then Option 4.

#### B. Breach Notification

SSA and VA 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.

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 Office of Information & Technology guidance when responding to a breach of PII.

#### C. Administrative Safeguards

SSA and VA 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 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 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 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. VA will transfer the data and SSA will store the data using FIPS 140-2 compliant encryption. 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. Security Assessments

NIST Special Publication 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 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.

### **XII. Records Usage, Duplication, and Redisclosure Restrictions**

- A. SSA will adhere to the following limitations on the use, duplication, and disclosure of the electronic files and data that VA provides to SSA:
1. SSA will use and access the files VA provides only for the purposes described in this agreement.
  2. SSA will not use the data to extract information concerning individuals therein for any purpose not specified in this agreement.
  3. SSA will not duplicate or disseminate the files VA provides within or outside SSA without the written permission of VA. VA will not give such permission

unless the law requires disclosure or the disclosure is essential to the matching program. For such permission, SSA must specify in writing what data SSA is requesting be duplicated or disseminated and to whom, and the reasons that justify such duplication or dissemination.

- B. Both parties will keep an accurate accounting of disclosures from an individual's records as required by the Privacy Act at 5 U.S.C. § 552a(c).

**XIII. Comptroller General Access**

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

**XIV. Reimbursement**

Due to the nominal costs of services associated with providing data to SSA under this agreement, VA waives recovery of the costs pursuant to the Economy Act (31 U.S.C. § 1535). Should VA determine in the future that the cost of providing services is significant, SSA and VA may establish a reimbursable agreement allowing for cost adjustments.

**XV. Duration, Modification, and Termination**

- A. **Effective Date:** The effective date of this agreement is November 11, 2019, 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 Federal Register 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 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.

#### **XVI. Integration Clause**

This agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all other data exchange agreements between the parties that pertain to the disclosure of the specified VA compensation and pension benefit payment data for the purposes described herein. SSA and VA 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.

#### **XVII. Persons to Contact**

##### **A. SSA contacts:**

##### **Program Issues**

Martha Gurka, Social Insurance Specialist  
Office of SSI and Representative Payee Policy  
Office of Income Security Programs  
Office of Retirement and Disability Policy  
6401 Security Boulevard, 2400 Robert M. Ball Building  
Baltimore, MD 21235  
Telephone: (410) 966-6416  
Fax: (410) 966-0980  
Email: [Martha.Gurka@ssa.gov](mailto:Martha.Gurka@ssa.gov)

##### **Computer Systems Issues**

Jennifer Cullinane, Branch Chief  
DBIA/Data Exchange and Verification Branch of IT Programmatic Business Support  
Office of Systems  
6401 Security Boulevard, 3-F-3 Robert M. Ball Building  
Baltimore, MD 21235  
Telephone: (410) 966-8044  
Fax: (410) 966-3147  
Email: [Jennifer.Cullinane@ssa.gov](mailto:Jennifer.Cullinane@ssa.gov)

**Information Security Issues**

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

**Matching Agreement Issues**

Donald Scott, Government Information Specialist  
Office of Privacy and Disclosure  
Office of the General Counsel  
G-401 West High Rise  
Baltimore, Maryland 21235  
Telephone: (410) 965-8850  
Email: [Donald.Scott@ssa.gov](mailto:Donald.Scott@ssa.gov)

**Agreement Liaison**

Stephanie Meilinger  
Office of Data Exchange, Policy Publications and International Agreements  
Office of Data Exchange and International Agreements  
6401 Security Boulevard, 4700 Annex  
Baltimore, Maryland 21235  
Telephone: (410) 966-0476  
Email: [Stephanie.Meilinger@ssa.gov](mailto:Stephanie.Meilinger@ssa.gov)

**B. VA contacts:****Program Issues**

Eric Robinson, Program Analyst  
Compensation Service (212C)  
810 Vermont Avenue, NW  
Washington, DC 20420  
Telephone: (202) 443-6016  
Email: [Eric.Robinson3@va.gov](mailto:Eric.Robinson3@va.gov)

**Systems Issues**

Mr. Scott A. Fagan, Senior Program Analyst  
Compensation Service (215A)  
Technical Rules Development Staff  
Telephone: (402) 420-4233  
Fax: (402) 420-4066  
Email: [Scott.Fagan@va.gov](mailto:Scott.Fagan@va.gov)

**Information Security Issues**

Yancy McPherson  
Information System Security Officer (ISSO)  
District 2, Southern Territory  
Service Operations – Enterprise Security Operations  
6437 Garners Ferry Road  
Columbia, SC 29209  
Telephone: (803) 647-2339  
Email: [Yancy.McPherson@va.gov](mailto:Yancy.McPherson@va.gov)

**XVIII. Signatures**

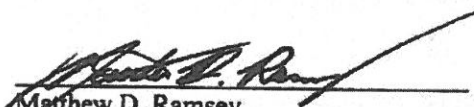
The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this agreement.

The signatories may sign this document electronically by using an approved electronic signature process. Each signatory electronically signing this document agrees that his/her electronic signature has the same legal validity and effect as his/her handwritten signature on the document, and that it has the same meaning as his/her handwritten signature.

**SOCIAL SECURITY ADMINISTRATION**

\_\_\_\_\_  
Monica Chyn  
Acting Deputy Executive Director  
Office of Privacy and Disclosure  
Office of the General Counsel

Date 3/13/19



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Matthew D. Ramsey  
Chair  
Data Integrity Board

Date 8 April 2019

XVIII. Signatures (continued)

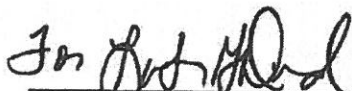
## DEPARTMENT OF VETERANS AFFAIRS

BETH A. MURPHY  
302388Digitally signed by BETH A.  
MURPHY 302388  
Date: 2019.04.22 23:02:25 -04'00'Beth Murphy, Executive Director  
Compensation Service

Date \_\_\_\_\_

KEVIN J FRIEL  
163796Digitally signed by KEVIN J  
FRIEL 163796  
Date: 2019.05.02 17:43:46  
-04'00'~~Ronald S. Burke, Jr., Executive Director~~  
Pension and Fiduciary ServiceKevin Friel,  
Deputy Executive Director

Date \_\_\_\_\_

James P. Gfrerer, Chair  
Data Integrity BoardDate 8/20/2019