

**COMPUTER MATCHING AGREEMENT  
BETWEEN THE SOCIAL SECURITY ADMINISTRATION  
AND  
THE DEPARTMENT OF VETERANS AFFAIRS  
VETERANS BENEFITS ADMINISTRATION  
Effective: November 11, 2014  
Expiration: May 10, 2016  
(Match #1008)**

**I. Purpose**

This computer matching 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(e)(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 (FR).

##### B. VA/VBA

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(e)(1)(B) of the Act (42 U.S.C. §§ 1006(b) and 1383(e)(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, SSA estimates that the match will result in savings of approximately \$8.4 million. SSA estimates that the cost of matching with VA is \$242,500, a benefit-to-cost ratio of 34.8 to 1.

## 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 FR 14865 (April 1, 2009) and last amended at 77 FR 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” (SSA/ODSSIS 60-0103), last published at 71 FR 1830 (January 11, 2006).

### B. Number of Records

Between October 2013 and April 2014, SSA received 35.9 million records from VA, of which 378,200 matched SSR records. SSA estimates receiving 60 million records annually from VA in the coming years.

### 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. Based on internal consistency checks and SSN/name verification

procedures, SSA estimates that at least 99 percent of the name and SSN information on the SSR is accurate.

### **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 FR. 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. §§ 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. 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 a loss of PII provided by SSA or VA 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 into IT 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 (e.g., United States Computer Emergency Readiness Team). In addition, the agency experiencing the loss of PII will immediately notify the other agency's Systems Security Issues contact named in this agreement. If VA is unable to speak with the SSA Systems Security Issues contact within one hour or if for some other reason notifying the SSA Systems Security Issues 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 Systems Security Issues contact within one hour, SSA will contact the VA Network and Security Operations Center at 1-800-877-4328.

## 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 Office of Information & 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 employees and officials 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. 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 Policies 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 policies and procedures and any subsequent revisions.

#### G. Onsite Inspection

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

### **XII. Records Usage, Duplication, and Redislosure 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, as necessary, in order to 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, 2014, provided that the following notice periods have lapsed: 30 days from the date SSA publishes a Computer Matching Notice in the FR; 40 days from the date of the matching program notice that SSA sends 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 SSA sends 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.

**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**

Ms. Trina Dowdell, 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 OPS  
Baltimore, MD 21235  
Telephone: (410) 966-6516  
Fax: (410) 966-0980  
E-mail: [Trina.Dowdell@ssa.gov](mailto:Trina.Dowdell@ssa.gov)

**Systems Issues**

Mr. Rick Hyde, Branch Chief  
OEEAS/DIVES/DEB  
Office of Systems  
6401 Security Boulevard, 3108 (3-A-3) Robert M. Ball Building  
Baltimore, MD 21235  
Telephone: (410) 965-3490  
E-mail: [Rick.Hyde@ssa.gov](mailto:Rick.Hyde@ssa.gov)

**Systems Security Issues**

Mr. Michael G. Johnson, Director  
Division of Compliance and Oversight  
Office of Information Security  
Office of Systems  
6401 Security Boulevard, 3101 Annex  
Baltimore, MD 21235  
Telephone: (410) 965-0266  
Fax: (410) 597-0845  
E-mail: [Michael.G.Johnson@ssa.gov](mailto:Michael.G.Johnson@ssa.gov)

**Matching Agreement Issues**

Mr. Donald Scott, Management Analyst  
Office of the General Counsel  
Office of Privacy and Disclosure  
6401 Security Boulevard, 617 Altmeyer  
Baltimore, Maryland 21235  
Telephone: (410) 965-8850  
Fax: (410) 594-0115  
E-mail: [Donald.Scott@ssa.gov](mailto:Donald.Scott@ssa.gov)

**Agreement Liaison**

Mr. Mitchell Bowden  
Office of Data Exchange and Policy Publication  
Office of Data Exchange  
6401 Security Boulevard, 3661 Annex  
Baltimore, Maryland 21235  
Telephone: (410) 965-3476  
E-mail: [Mitchell.Bowden@ssa.gov](mailto:Mitchell.Bowden@ssa.gov)

## B. VA contacts:

**Program Issues**

Ms. Pamela Burd, Program Analyst  
Compensation Service (212C)  
810 Vermont Avenue, N.W.  
Washington, DC 20420  
Telephone: (202) 461-9149  
Fax: (202) 275-0562  
E-mail: [Pamela.Burd@va.gov](mailto:Pamela.Burd@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  
E-mail: [Scott.Fagan@va.gov](mailto:Scott.Fagan@va.gov)

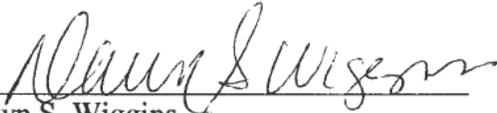
**Systems Security Issues**

Ms. Jessica L. Carriveau, CISSP  
Southern Area Network ISO  
Telephone: (727) 319-5954  
Fax: (727) 319-7785  
E-mail: [Jessica.Carriveau@va.gov](mailto:Jessica.Carriveau@va.gov)

**XVIII. Signatures**

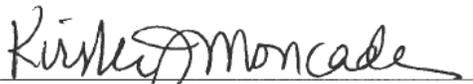
The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this agreement.

SOCIAL SECURITY ADMINISTRATION

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

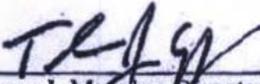
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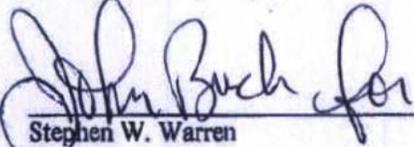
Kirsten J. Moncada  
Chair  
Data Integrity Board

Date 10-9-14

DEPARTMENT OF VETERANS AFFAIRS

  
\_\_\_\_\_  
Thomas J. Murphy, Director  
Compensation Service  
Date 10/29/14

  
\_\_\_\_\_  
David R. McLenachen, Director  
Pension and Fiduciary Service  
Date 10/29/14

  
\_\_\_\_\_  
Stephen W. Warren  
Chair  
Data Integrity Board  
Principal Deputy Assistant Secretary in the office of Information and Technology  
Date 2/27/2015