

**COMPUTER MATCHING AGREEMENT
BETWEEN
THE CORPORATION FOR NATIONAL AND COMMUNITY SERVICE
AND
THE SOCIAL SECURITY ADMINISTRATION**

Effective: April 1, 2016
Expiration: September 30, 2017
Match # 1012

I. Purpose

This computer matching agreement (agreement) establishes the terms, conditions, and safeguards under which the Social Security Administration (SSA) will conduct a computer match with the Corporation for National and Community Service (CNCS). SSA will verify Social Security numbers (SSN) and provide the citizenship status, as recorded in SSA records, of individuals applying to serve in approved national service positions and those designated to receive national service education awards under the National and Community Service Act of 1990 (NCSA). 42 U.S.C. § 12501, et seq.

The Corporation for National and Community Service (CNCS) is a Federal agency (42 U.S.C. § 12651, *et seq.*) that administers programs that engage individual participants in community and national service positions. A participant in a CNCS national service program must be a citizen or national of the United States or lawful permanent resident alien of the United States. 42 U.S.C. §§ 12591(a)(5), 12602(a)(3), Section 146(a) of the NCSA. Individuals who successfully complete their terms of service are eligible to receive Education Awards, and under certain circumstances, members can transfer their earned education awards to family members, as long as the transferees meet eligibility requirements including being citizens or nationals of the United States or lawful permanent resident aliens of the United States. Section 148(f) (8)(B) and 146(a) of the NCSA, 42 U.S.C. §§ 12604(f)(8)(B), 12602(a).

II. Legal Authority

This agreement is executed in compliance with the Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988 (5 U.S.C. § 552a), and the regulations and guidance promulgated under the Act.

SSA's legal authority to enter into this agreement is section 1106 of the Social Security Act (42 U.S.C. § 1306 and the regulations promulgated pursuant to that section (20 C.F.R. Part 401). The authority for SSA's disclosure of record information is 5 U.S.C. § 552a (b)(3).

Section 146(a)(3) of the NCSA (42 U.S.C. § 12602(a)) sets forth the eligibility requirements for an individual to receive an Education Award from the National Service Trust upon successful completion of a term of service in an approved national service position. Section 1711 of the Serve America Act (Pub. L. No. 111-13) directs CNCS to

enter into a data matching agreement to verify statements made by an individual declaring that such individual is in compliance with section 146(a)(3) of the NCSA by comparing information provided by the individual with information relevant to such a declaration in the possession of another Federal agency. In accordance with the study CNCS completed pursuant to section 1711 of the Serve America Act, CNCS determined that a data matching program with SSA is the most effective means to verify an individual's statement that he or she is in compliance with section 146(a)(3) of the NCSA.

III. Responsibilities of the Parties

A. CNCS's Responsibilities

1. CNCS will transmit verification requests to SSA. Each verification request will contain all of the mandatory data elements identified in section V for each individual for whom CNCS is requesting verification.
2. CNCS acknowledges that SSA's positive response on the name, date of birth, SSN, death information, and citizenship status of a verification request only establishes that the submitted information matches information in SSA's master files. The verification does not authenticate the identity of the individual or conclusively prove that the individual submitting the information is who he or she claims to be.
3. CNCS will not reject an applicant for placement in an approved national service position or deny an applicant a national service educational award from the National Service Trust relying solely on the results of this data exchange. CNCS will independently investigate and verify any discrepancies or inconsistencies that may result from this data exchange.
4. CNCS will provide Congress and OMB with notice of this program in accordance with the Computer Matching and Privacy Protection Act and will publish the required matching notice in the Federal Register (FR).

B. SSA's Responsibilities

1. SSA will compare the data CNCS transmits in its verification requests with SSA data in SSA's Numident database, as authorized by the systems of records (SOR) 60-0058, Master Files of Social Security Number (SSN) Holders and SSN Applications (the Enumeration Record), SSA/OTSO.
2. SSA will verify SSNs and provide an indicator of citizenship status, as recorded in SSA records in accordance with article V below.

IV. Justification and Anticipated Results

A. Justification

Data exchange under this matching program is necessary for CNCS to verify identity and citizenship status of applicants for the national service program and those designated to receive national service education awards. SSA and CNCS determined that computer matching is the most efficient, economical, and comprehensive method of exchanging and processing this information. The principal alternative to a matching program is a manual comparison. Such an activity would impose a considerable administrative burden and create significant delays.

By enhancing CNCS's ability to verify the identity of CNCS applicants for approved national service positions, CNCS anticipates that the matching program under this agreement will assist in preventing persons from fraudulently enrolling as members in its programs or fraudulently receiving education awards.

B. Anticipated Results

Through August of 2015, the data matching agreement has continued to save administrative costs for CNCS-funded programs. At a cost of approximately \$13,000 for 61,000 records reviewed annually, the data matching process has been incredibly beneficial when considering the administrative savings of over \$350,000 yearly for CNCS-funded programs. The benefit to cost ratio is 26.92:1. SSA does not expect any savings for any SSA programs to result from this matching program. See Attachment A for the Cost Benefit Analysis.

V. Description of Records Matched

A. Systems of Records

SSA will disclose to CNCS information from the Numident database, as authorized by SOR 60-0058, Master Files of Social Security Number (SSN) Holders and SSN Applications (the Enumeration System), SSA/OTSO, published in full on December 29, 2010 (75 FR 82121), as amended on July 5, 2013 (78 FR 40542) and February 13, 2014 (79 FR 8780). The Enumeration System database maintains records about each individual who has applied for and obtained an SSN.

CNCS will provide SSA with data from its systems of records authorized by the AmeriCorps Member Individual Account; Corporation -8 system of record, published in full on March 5, 1999 (64 FR 10879-10893) as amended on August 1, 2000) (65 FR 46890-46905) and July 25, 2002 (67 FR 48616-48617).

B. Specified Data Elements

CNCS will provide SSA with the following identifying information: SSN, First Name, and Last Name. CNCS may also provide optional information: Date of Birth (DOB).

SSA will match the SSN and name, as well as DOB if provided, from the CNCS request file. For verified records, SSA will provide an indication of citizenship status and an indication of death (if present), as recorded in SSA records. For records with an indication of death, SSA will also include the date and source of death, if available.

C. Number of Records

CNCS estimates requesting approximately 62,000 verifications per year.

D. Frequency of Matching

CNCS will transmit data to SSA daily. SSA will send a response file the next business day.

VI. Accuracy Assessments

CNCS estimates that at least 99 percent of the information they will provide to SSA is accurate. The SSA Enumeration System is approximately 99 percent accurate. However, SSA's citizenship data may not be current. Applicants for SSNs report their citizenship status at the time they apply for their SSNs. There is no obligation for an individual to report to SSA a change in his or her citizenship or immigration status until he or she files a claim for benefits.

VII. Procedures for Individualized Notice

CNCS will provide each applicant, at the time of application, individual notice that the information provided on the application is subject to verification through a computer matching program. The CNCS enrollment application package contains a privacy certification notice that the applicant must sign authorizing CNCS to verify the information provided.

For transferees, at the time an award is transferred, CNCS will provide individual notice that the SSN is subject to verification through a computer matching program. CNCS will send a privacy notice to the transferee, and in the case of a minor, to the parent or legal guardian. The transferee, parent, or legal guardian must sign the privacy certification authorizing CNCS to verify the information provided.

VIII. Verification Procedures and Opportunity to Contest

A. Verification Procedures

CNCS will take no adverse action regarding individuals identified through the matching process solely based on information that CNCS obtains from the match. CNCS will contact the applicant to verify the matching results in accordance with the requirements of the Privacy Act and applicable Office of Management and Budget (OMB) guidelines.

The affected individual will have an opportunity to contest the accuracy of the information provided by SSA. CNCS will consider the information SSA provided as accurate if the affected individual does not protest within 30 days after he or she receives notice of the proposed adverse action. CNCS will advise the individual that failure to respond within 30 days will provide a valid basis for CNCS to assume that the information SSA provided is correct.

B. Notice and Opportunity to Contest

Before taking any adverse action based on the information received from the match, CNCS will provide all applicants for whom CNCS decides such adverse action is necessary with the following information:

1. CNCS has received information from SSA that indicates that an adverse action affecting the individual's payment is necessary.
2. The effective date of any adjustment or overpayment that may result.
3. The individual has 30 days to contest any adverse decision.
4. Unless the individual responds to contest the proposed adverse action in the required 30-day time period, CNCS will conclude that the information provided by SSA is correct, and will make the necessary adjustment to the individual's payment.

CNCS understands that SSA is not the custodian of U.S. citizenship records. CNCS will not refer individuals to SSA to resolve citizenship non-confirmation responses.

IX. Procedures for Retention and Timely Destruction of Identifiable Records

CNCS will retain the electronic files received from SSA only for the period of time required for any processing related to the matching program and will then destroy all such data by electronic purging unless CNCS is required to retain the information in order to meet evidentiary standards. CNCS may use the SSA data governed by this agreement to update their master files of new national service participants and those designated to receive National Service educational awards. In case of such retention for evidentiary purposes, CNCS will retire the retained data in accordance with applicable Federal Records Retention Schedules (44 U.S.C. § 3303a). CNCS may not create permanent files or separate systems comprised solely of the data provided by SSA.

SSA will delete electronic data input files received from CNCS after it processes the applicable match. SSA will retire its data in accordance with the Federal Records Retention Schedule.

X. Records Usage, Duplication, and Redislosure Restrictions

SSA and CNCS will adhere to the following limitations on the use, duplication, and redislosure of the electronic files and data provided by the other agency under this matching program:

1. SSA and CNCS will use and access the data, and any data that the match creates, only for the purposes described in this agreement.
2. SSA and CNCS will not use the data to extract information concerning individuals therein for any purpose not specified in this agreement. Other than for purposes of this matching agreement, SSA and CNCS will not create a file that consists solely of information concerning the individuals involved in the specific matching program.
3. SSA and CNCS will not duplicate or disseminate the data, within or outside their respective agencies, without the written permission of SSA or CNCS, except as required by Federal law. SSA and CNCS 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 what data they are requesting be duplicated or disseminated and to whom, and the reasons that justify such duplication or dissemination.
4. The data that CNCS and SSA provide as part of the data exchange will remain the property of the providing agency. SSA and CNCS will return or destroy the data as soon as the matching process is complete, except as provided in section IX.

XI. Security Procedures

SSA and CNCS will comply with the requirements of the Federal Information Security Management Act (FISMA), 44 U.S.C. §§ 3541-3549, 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, Management of Federal Information Resources (November 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 Regulation. 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 CNCS experiences an incident involving the loss or breach of PII provided by SSA or CNCS under the terms of this agreement, they will follow the incident reporting guidelines issued by the Office of Management and Budget (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, 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 CNCS 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), CNCS will call SSA's National Network Service Center toll free at 1-877-697-4889. If SSA is unable to speak with CNCS's Systems Security Contact within one hour, SSA will contact Tom Hanley, CNCS's Chief Information Officer, at (202) 606-6618.

B. Breach Notification

SSA and CNCS will follow PII breach notification policies and related procedures issued by OMB. If the agency that experienced the breach determines 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 CNCS will restrict access to the data matched and to any data created by the match to 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 CNCS 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 CNCS 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 CNCS will establish appropriate safeguards for such data, as determined by a risk-based assessment of the circumstances involved.

E. Technical Safeguards

SSA and CNCS 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 CNCS 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 CNCS 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 CNCS will comply with these policies and procedures and any subsequent revisions.

G. Onsite Inspection

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

XII. Comptroller General Access

The Government Accountability Office (Comptroller General) may have access to all CNCS and SSA records, as necessary, in order to verify compliance with this agreement.

XIII. Reimbursement

SSA will collect funds from CNCS during fiscal year (FY) 2016 through the Intra-Governmental Payment and Collection (IPAC) system on a quarterly basis, sufficient to reimburse SSA for the costs it has incurred for performing services through the date of billing. SSA will mail a copy of the IPAC billing and all original supporting documentation to CNCS at 250 E Street, SW, Suite 300, Washington, DC 20024, no later than five calendar days following the processing of the IPAC transaction. At least quarterly, but no later than 30 days after an accountable event, SSA will provide CNCS with a performance report (e.g., a billing statement) that details all work performed to date. Additionally, at least quarterly, the agencies 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 Form SSA-1235, Agreement Covering Reimbursable Services, authorizes the performance of such services. SSA may incur obligations by performing services under a reimbursable agreement only on a fiscal year basis. Accordingly, attached to, and made a part of this agreement, is an executed Form SSA-1235 that provides authorization for SSA to perform services under this agreement in FY 2016. SSA's ability to perform work beyond FY 2016 is subject to the availability of funds.

XIV. Duration, Modification, and Termination

A. Effective Date

The effective date of this agreement is April 1, 2016, provided that the following notice periods have lapsed: 30 days from the date CNCS publishes a Computer Matching Notice in the Federal Register; 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 Data Integrity Boards (DIB) of CNCS 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 CNCS and SSA can certify to their DIBs that:

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

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

E. Termination

The agencies may terminate this agreement at any time with the consent of both agencies. Either agency may unilaterally terminate this agreement upon written notice to the other agency, in which case the termination will be effective 90 days after the receipt date of such written notice or at a later date if such later date is specified in the notice.

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

1. Determines that CNCS has used or disclosed the information in an unauthorized manner;

2. Determines that CNCS has violated or failed to follow the terms of this agreement; or
3. Has reason to believe that CNCS breached the terms for security of data. If SSA suspends the data flow in accordance with this subsection, SSA will suspend the data until SSA makes a final determination of a breach.
4. If CNCS terminates this agreement, SSA is authorized to collect costs incurred prior to the termination plus any termination costs.

XV. Disclaimer

SSA is not liable for any damages or loss resulting from errors in information provided to CNCS under this agreement. SSA is not liable for damages or loss resulting from the destruction of any materials or data provided by CNCS. All information furnished to CNCS 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, CNCS 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.

XVI. Dispute Resolution

Disputes related to this agreement will be resolved in accordance with instructions provided in the Treasury Financial Manual Volume 1, Part 2, Chapter 4700, Appendix 10, *Intragovernmental Transaction Guide*.

XVII. Persons to Contact

A. The SSA contacts are:

Systems Operations

Angela Copeland, Branch Chief
 Division of Information, Verification, and Exchange Services/VSB
 Office of Earnings, Enumeration, and Administrative Systems
 Office of Systems
 3-C-1 Robert M. Ball Building
 6401 Security Boulevard
 Baltimore, MD 21235
 Telephone: (410) 965-6865
 Fax: (410) 966-3147
 Email: Angela.Copeland@ssa.gov

Electronic Interchange and Liaison Division

Carolyn Rea, Government Information Specialist
 Office of Privacy and Disclosure
 Office of the General Counsel

617 Altmeyer Building
6401 Security Boulevard
Baltimore, MD 21235
Telephone: (410) 965-2052
Fax: (410) 594-0115
Email: Carolyn.L.Rea@ssa.gov

Systems Security

Michael G. Johnson, Director
Division of Compliance and Oversight
Office of Information Security
Office of Systems
3827 Annex Building
6401 Security Boulevard
Baltimore, MD 21235
Telephone: (410) 965-0266
Fax: (410) 597-0845
Email: Michael.G.Johnson@ssa.gov

Finance Issues

Douglas Robertson, Financial Management Analyst
Division of Reimbursable and Administrative Collections/IABT
Office of Finance
2-K-5 East Low Rise Building
6401 Security Boulevard
Baltimore, MD 21235
Telephone: (410) 965-7176
Fax: (410) 967-1673
Email: Douglas.Robertson@ssa.gov

Project Coordinator

Aileen Flynn
Office of Data Exchange
Office of Data Exchange and Policy Publications
Office of Retirement and Disability Policy
4744 Annex
6401 Security Boulevard
Baltimore, MD 21235
Telephone: (410) 965-3091
Email: Aileen.Flynn@ssa.gov

B. The CNCS contacts are:

Information Security Issues

Catherine Carney, Security Systems Administrator
Corporation for National and Community Service
250 E Street, SW
Suite 300
Washington, DC 20024
Telephone: (202) 606-6904
Email: CCarney@cns.gov

Finance Issues

Alan Friend, Director
Chief Financial Systems Branch
Accounting & Financial Management Systems
Corporations for National and Community Service
250 E Street, SW
Suite 300
Washington, DC 20024
Telephone: (202) 606-6908
Email: RAFriend@cms.gov

Systems Operations

Zachary Jackson, Project Manager
Corporation for National and Community Service
250 E Street, SW
Suite 300
Washington, DC 20024
Telephone: (202) 606-6948
Email: ZJackson@cns.gov

XVIII. Integration Clause

This agreement and the accompanying Form SSA-1235 constitute the entire agreement of the agencies with respect to this subject matter and supersede all other data exchange agreements between the agencies that pertain to the disclosure of identity and citizenship information made between SSA and CNCS for the purposes described herein. SSA and CNCS have made no representations, warranties, or promises outside of this agreement. This agreement takes precedence over any other documents in conflict with it.

XIX. Authorized Signatures

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

SOCIAL SECURITY ADMINISTRATION

Mary Ann Zimmerman
Acting Deputy Executive Director
Office of Privacy and Disclosure
Office of the General Counsel

Date February 4, 2016



Glenn Sklar
Acting Chair
Data Integrity Board

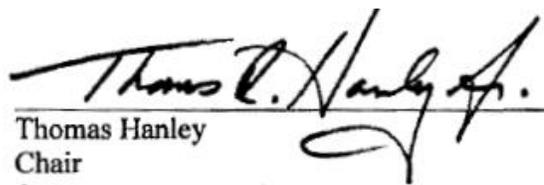
Date 2/2/16

CORPORATION FOR NATIONAL AND COMMUNITY SERVICE



Jeffrey Page
Chief Operating Officer

Date 2/10/16



Thomas Hanley
Chair
Data Integrity Board

Date 2/10/16

Attachment:
A - Cost Benefit Analysis