

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

**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.*

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).

Some of the programs CNCS administers are grant programs and CNCS relies on the grantee to obtain and provide the individual participants' SSN and citizenship documentation, when requested. "Grant" is used in this document as defined in 31 U.S.C. § 6304. The recipient of a grant is a "grantee."

**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 disclose information under this agreement is pursuant to section 1106 of the Social Security Act (Act) (42 U.S.C. § 1306), the Privacy Act of 1974, as amended (5 U.S.C. § 552a), the Intelligence Reform and Terrorism Prevention Act of 2004 (IRTPA) (Public Law 108-458 § 7213), and SSA's disclosure regulations at 20 C.F.R. Part 401.

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 the other 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 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 individual for placement in an approved national service position or deny an individual a national service educational award from the National Service Trust relying solely on the results of this data exchange, if additional information is provided.
4. CNCS will provide Congress and Office of Management and Budget (OMB) with notice of this program in accordance with the Computer Matching and Privacy Protection Act of 1988, and will publish the required matching notice in the Federal Register (Fed. Reg).
5. CNCS will not provide the SSA verification results to grantees or any other third parties.

#### **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 System).

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 individuals 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 individuals 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

From October 1, 2016 through September 30, 2017 (fiscal year (FY) 2017), the data matching agreement saved administrative costs for CNCS and CNCS-funded programs. At a cost of approximately \$10,000 for 57,454 records reviewed in FY 2017, the data matching process has resulted in administrative savings of almost \$350,000 in FY 2017 for CNCS and CNCS-funded programs. The benefit to cost ratio is 34.9:1. 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 (SOR)

SSA will disclose to CNCS information from SOR 60-0058, Master Files of Social Security Number (SSN) Holders and SSN Applications (the Enumeration System), published in full on December 29, 2010 (75 Fed. Reg. 82121), as amended on July 5, 2013 (78 Fed. Reg. 40542) and February 13, 2014 (79 Fed. Reg. 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 Fed. Reg. 10879-10893) as amended on August 1, 2000) (65 Fed. Reg. 46890-46905) and July 25, 2002 (67 Fed. Reg. 48616-48617).

#### B. Specified Data Elements

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

The systems of records involved in this computer matching program have routine uses permitting the disclosures needed to conduct this match from SSA, an approved Federal government agency that grants public benefits, licenses, grants, governmental credentials, or for any other statutorily authorized purpose. CNCS is relying on the disclosures of the name, DOB and SSN to help verify citizenship.

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

The SSA Enumeration System used for SSN matching is 100 percent accurate based on SSA's Office of Quality Review "Fiscal Year 2015 Enumeration Accuracy Report (April 2016)."

SSA is not the agency responsible for conferring citizenship. While SSA records may provide an indication of citizenship, they do not provide definitive, nor current information on citizenship status.

CNCS acknowledges that, based on SSA's general assessments, the SSA citizenship data may be less than 50 percent current. An applicant for an original SSN provides identifying information upon application for that number. However, there is no obligation for the SSN number holder to report a subsequent change in immigration status to SSA unless that number holder files a claim for benefits. Thus, some previously established citizenship information in SSA's records might not be current.

## **VII. Procedures for Individualized Notice**

CNCS will provide each individual or grantee, 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 to transferees 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**

Through the SSA computer matching process, CNCS receives information as to whether there is an affirmative match for each individual. When SSA identifies an individual for whom there is no affirmative match, CNCS or its grantee will contact the affected individual to give him/her an opportunity to verify the matching results in accordance with the requirements of the Privacy Act and applicable OMB guidelines. CNCS will not tell grantees that SSA data is the basis for the lack of verification.

The affected individual will have an opportunity to contest the accuracy of the information provided to CNCS by SSA. CNCS will independently review the individual's information and make an assessment based on all supplemental information provided.

### **B. Notice and Opportunity to Contest**

When SSA identifies an individual for whom there is no affirmative match, CNCS or its grantee will manually verify the individual's information. This manual verification process will include providing the individual 30 days to provide independent documentation of their SSN and/or citizenship status. CNCS will not refer individuals to SSA to resolve citizenship non-confirmation responses. CNCS understands that SSA is not the custodian of U.S. citizenship records.

## **IX. Procedures for Retention and Timely Destruction of Identifiable Records**

CNCS will retain the electronic files received from SSA for three business days 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 Redisclosure Restrictions**

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

- A. SSA and CNCS will use and access the data, and any data that the match creates, only for the purposes described in this agreement.
- B. 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.
- C. 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.
- D. 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. 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); 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. Incident 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 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 Systems Security Contact within one hour, SSA will contact CNCS's security contact information at CNCS's Office of Information Technology Help Desk at (202) 606-6600.

#### 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 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 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. Only authorized personnel can access agency data on the agencies' systems using appropriate credentials. 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 guidelines and any subsequent revisions.

#### G. Security Assessment

NIST Special Publication 800-37, Revision 1, 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. Comptroller General Access**

The Government Accountability Office (Comptroller General), through an audit, may be permitted access to all CNCS and SSA records, it deems necessary in order to monitor or verify compliance with this agreement.

### **XIII. Reimbursement**

SSA will collect funds from CNCS during fiscal year (FY) 2019 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 20525, 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 2019. SSA's ability to perform work beyond FY 2019 is subject to the availability of funds.

### **XIV. Duration, Modification, and Termination**

#### **A. Effective Date**

The effective date of this agreement is October 1, 2018, provided that CNCS reports 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 CNCS publishes the 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 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 modification, mutually agreed to by both agencies, approved by the DIBs of each agency, and signed by the DIB signatories or their designees 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

Michelle J. Anderson, Branch Chief  
 DBIAE/Data Exchange and Verification Branch Office of IT Programmatic Business  
 Support Office of Systems  
 3108 (3-D-1) Robert M. Ball Building  
 6401 Security Boulevard, Baltimore, MD 21235  
 Telephone: (410) 965-5943  
 Fax: (410) 966-3147  
 Email: [Michelle.J.Anderson@ssa.gov](mailto:Michelle.J.Anderson@ssa.gov)

Electronic Interchange and Liaison Division

Norma Followell, Supervisory Team Lead  
 Office of Privacy and Disclosure  
 Office of the General Counsel  
 6401 Security Boulevard, G-401 WHR  
 Baltimore, MD 21235  
 Telephone: (410) 965-0806  
 Email: [Norma.Followell@ssa.gov](mailto:Norma.Followell@ssa.gov)

Information Security Issues - Office of Information Security

Jennifer Rutz, Director  
 Office of Information Security  
 Division of Compliance and Assessments  
 Suite 3208 Annex  
 6401 Security Boulevard  
 Baltimore, MD 21235  
 Telephone: (410) 966-8253  
 Email: [Jennifer.Rutz@ssa.gov](mailto:Jennifer.Rutz@ssa.gov)

Finance Issues

Mike Higgins  
Office of Finance  
Office of Financial Policy and Operations  
Social Security Administration  
6401 Security Boulevard, 2-K-5 ELR  
Baltimore, MD 21235  
Telephone: (410) 965-0545  
Fax: (410) 597-0810  
Email: [Mike.Higgins@ssa.gov](mailto:Mike.Higgins@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](mailto:Aileen.Flynn@ssa.gov)

## B. The CNCS contacts are:

Information Security Issues

Andrea Simpson, Chief Information Security Officer (CISO)  
Office of Information Technology  
Corporation for National and Community Service  
250 E Street, SW, Suite 300  
Washington, DC 20525  
Telephone: (202) 606-6792/(202) 380-6283  
Email: [asimpson@cns.gov](mailto:asimpson@cns.gov)

Finance Issues

Robert McCarthy, Chief Financial Officer (CFO)  
Office of the Chief Financial Officer  
Corporations for National and Community Service  
250 E Street, SW, Suite 300  
Washington, DC 20525  
Telephone: (202) 606-6652  
Email: [RMcCarty@cns.gov](mailto:RMcCarty@cns.gov)

Systems Operations

Jerry Prentice Jr., MBA  
Director, National Service Trust  
Corporation for National and Community Service  
250 E Street, SW, Suite 300  
Washington, DC 20525  
Telephone: (202) 606-6883  
Email: [JXPrentice@cns.gov](mailto:JXPrentice@cns.gov)

Matching Agreement Issues

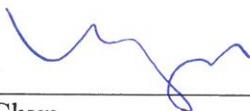
Edith Shine, Associate General Counsel  
Office of the General Counsel  
Corporation for National and Community Service  
250 E Street, SW, Suite 300  
Washington, DC 20525  
Telephone: (202) 606-6804  
Email: [eshine@cns.gov](mailto:eshine@cns.gov)

**XVIII. Integration Clause**

This agreement, the accompanying Form SSA-1235, and Attachment A 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.

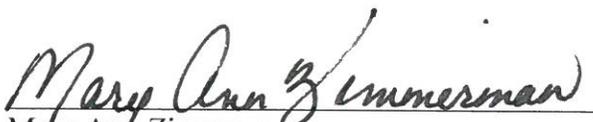
**XIX. Authorized Signatures**

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**

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

Date 8/17/18



\_\_\_\_\_  
Mary Ann Zimmerman  
Acting Chair  
Data Integrity Board

Date 8/16/18

**CORPORATION FOR NATIONAL AND COMMUNITY SERVICE**

**EDWARD DAVIS**

Digitally signed by EDWARD DAVIS  
DN: c=US, o=U.S. Government, ou=Corporation for National  
and Community Service, cn=EDWARD DAVIS,  
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Date: 2018.08.08 14:12:20 -04'00'

Edward Davis, Jr.  
Acting Chief Information Officer (CIO)/Senior Agency Official for Privacy (SAOP)

Date \_\_\_\_\_

**EDWARD DAVIS**

Digitally signed by EDWARD DAVIS  
DN: c=US, o=U.S. Government, ou=Corporation for National and  
Community Service, cn=EDWARD DAVIS,  
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Date: 2018.08.08 14:13:24 -04'00'

Edward Davis, Jr.  
Acting Chief Information Officer (CIO)/  
Chair of  
Data Integrity Board (DIB)

Date \_\_\_\_\_



**Cost Benefit Analysis of Computer Matching Agreement  
with Social Security Administration**

**May 1, 2018**

**Corporation for National and Community Service  
250 E Street SW  
Washington, DC 20525**

## **Background and Purpose**

By law, to serve in an approved national service position, an individual must be a citizen, national, or lawful permanent resident alien of the United States. (42 U.S.C. 12602(a)(3)). To comply with this requirement, national service programs must manually review and maintain citizenship documentation to ensure an applicant is eligible to serve in a national service position. By regulation, the Corporation for National and Community Service (CNCS) has identified the types of primary and secondary citizenship documentation upon which a national service program may rely.

Section 1711 of the Edward M. Kennedy Serve America Act (Pub. L. 111-13) (SAA) directs the Corporation for National and Community Service (CNCS) –

in order to reduce administrative burdens and lower costs for national service programs carried out under the national service laws, [to] conduct a study to determine the feasibility and effectiveness of implementing a data matching system under which the statements of an individual declaring that such individual is in compliance with the requirements of section 146(a)(3) of the National and Community Service Act of 1990... shall be verified by the Corporation by comparing information provided by the individual with information relevant to such a declaration in the possession of other Federal agencies.

On April 21, 2011, CNCS completed a feasibility study regarding a data matching agreement for citizenship verification. That study determined that CNCS should enter a data matching agreement with SSA. The study also suggested that CNCS should consider entering a similar data matching agreement with the Department of Homeland Security, U.S. Customs and Immigration Services, to verify Legal Permanent Residents. On February 27, 2012, CNCS implemented a data matching process for citizenship verification based on a computer matching agreement signed with the Social Security Administration on July 28, 2011. This agreement is in effect for 18 months and may then be renewed for a period not to exceed 12 months. After that 12 month period, SSA and CNCS may re-enter another matching agreement.

## **Analysis of Costs and Benefits**

The operation of this automated process, which costs CNCS approximately \$10,000 per year, has significantly reduced the cost of matches made using the manual process by which grantees and sponsors previously verified citizenship status of AmeriCorps volunteers. Furthermore, this

matching agreement has the potential to greatly reduce the risk of federal dollars going to ineligible members – which would constitute an improper payment. The current estimated manual processing time is fifteen minutes per applicant and the average program administrator salary is \$25 per hour.

From October 1, 2015 through September 30, 2016, 52,588 records were automatically reviewed as part of this agreement. 50,781 of these records were automatically verified. Based on these numbers, the administrative cost to grantees and sponsors was reduced by an estimated \$318,675 in FY 2016. Invoices from the Social Security Administration for data matching for FY 2016 totaled \$10,000.

From October 1, 2016 through September 30, 2017, 57,454 records were automatically reviewed as part of this renewed agreement. 55,222 of these records were automatically verified. Based on these numbers, the administrative cost to grantees and sponsors was reduced by an estimated \$349,087 in FY 2017. Invoices from the Social Security Administration for data matching for FY 2017 totaled \$10,000.

## **Conclusion**

Based on the reduced administrative burdens and lower costs for national service programs as a result of the implementation of the data matching process, CNCS concludes that the computer matching agreement signed with the Social Security Administration has been a success. CNCS appreciates the Social Security Administration's willingness to engage in this agreement and to 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.