

**COMPUTER MATCHING AGREEMENT
BETWEEN
THE SOCIAL SECURITY ADMINISTRATION
AND
THE U.S. DEPARTMENT OF EDUCATION**

Match #1051

I. Purpose

The purpose of this computer matching program is to assist the U.S. Department of Education (ED) in its obligation to ensure that applicants for student financial assistance under Title IV of the Higher Education Act of 1965, as amended (HEA) (20 U.S.C. § 1070 et seq.), satisfy eligibility requirements. This agreement establishes the terms, safeguards, and procedures under which the Social Security Administration (SSA) will provide to ED Social Security Number (SSN) verification, citizenship status as recorded in SSA records, and death indicators.

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 and the Computer Matching Privacy Protections Amendments of 1990 (Privacy Act) (5 U.S.C. § 552a), and Office of Management and Budget (OMB) guidance interpreting these Acts.

SSA's legal authority to disclose information under this agreement is section 1106(a) of the Social Security Act (42 U.S.C. § 1306(a)), the regulations promulgated pursuant to that section (20 Code of Federal Regulations (C.F.R. part 401), and the Privacy Act (5 U.S.C. § 552a(b)(3)).

ED's legal authority to enter into this computer matching agreement is section 484(p) of the HEA (20 U.S.C. § 1091(p)), which requires the Secretary of Education, in cooperation with the Commissioner of the Social Security Administration, to verify SSNs submitted by students to eligible institutions, and section 484(g) of the HEA (20 U.S.C. § 1091(g)), which requires the Secretary of Education to verify the immigration status of students and authorizes the Secretary to use computer matching to accomplish this goal.

Section 483(a)(12) of the HEA (20 U.S.C. § 1090(a)(12)) also authorizes the Secretary of Education to collect the parents' SSNs for dependent students seeking financial assistance. Section 428B(f) of the HEA (20 U.S.C. § 1078-2(f)) authorizes the verification of the parents' SSNs in the same manner that SSNs are verified for students under section 484(p).

Section 7213 of the Intelligence Reform and Terrorism Prevention Act of 2004 provides SSA authority to add a death indicator to verification routines that SSA determines to be appropriate. Section 205(r)(3) of the Social Security Act provides SSA authority to disclose State death information to a Federal agency to ensure proper payment of a federally funded benefit.

III. Definitions

- A. “Applicant” means an applicant (and for a dependent student the applicant’s parents) for financial assistance under applicable programs administered under the authority of Title IV of the HEA (20 U.S.C. § 1070, et seq.).
- B. “Contractors and/or Agents” means a third-party entity in a contractual or similar relationship with ED or SSA pursuant to which the third-party entity acts on the respective agency's behalf to administer, or assist in administering, the program described in this agreement.
- C. “Eligible Institution” means an educational institution as defined in accordance with the HEA and 34 C.F.R. part 600.
- D. “Title IV, HEA program assistance” means the Federal Pell Grant, the Federal Supplemental Educational Opportunity Grant, the Leveraging Educational Assistance Partnership, the Special Leveraging Educational Assistance Partnership, the Federal Work-Study, the Federal Perkins Loan, the William D. Ford Federal Direct Loan, the Teacher Education Assistance for College and Higher Education Grant, the Iraq Afghanistan Service Grant, the Civil Legal Assistance Attorney Student Loan Repayment, and the Public Service Loan Forgiveness programs.
- E. An “output document” is a Student Aid Report (SAR), Institutional Student Information Record (ISIR), electronic acknowledgement, or automated data generated by ED as the result of ED’s processing of a Title IV, HEA aid application.

IV. Responsibilities of the Parties

- A. ED Responsibilities:
 - 1. ED, as the recipient agency, will disclose to SSA the SSN, first name, last name, and date of birth of individuals who are taking their first step in the application process for Title IV, HEA program assistance.
 - 2. Under this agreement, ED will use Person Authentication Service (PAS) credentials (a user ID and password) only for purposes directly related to the financial assistance programs authorized under Title IV of the HEA. Using PAS credentials, ED allows individuals to access their ED accounts electronically, to file electronic applications, and electronically to sign loans and other Federal student aid documents.
 - 3. ED will request SSA verification only for those individuals who, at a minimum, have initiated the application process under the HEA.
 - 4. ED, as the recipient agency, will provide Congress and OMB with notice of this program and will publish the required computer matching notice in the Federal Register (FR).

B. SSA Responsibilities:

1. SSA will compare ED's data with SSA data recorded in the Master Files of Social Security Number (SSN) Holders and SSN Applications, SSA/Office of Telecommunications and Systems Operations (OTSO), 60-0058 and send ED a coded response indicating whether the individual's name, date of birth, and SSN match a record in this database. When SSA identifies a match, SSA will provide ED a death indicator if applicable.
2. SSA will verify SSNs and send ED a coded response confirming the citizenship status as recorded in SSA records to ensure that the individual satisfies the financial aid requirements under Title IV of the HEA.
3. SSA will verify the information only when the individual has, at a minimum, initiated the application process under the HEA.

V. **Justification and Anticipated Results**

A. Justification:

The HEA requires the Secretary of Education, in cooperation with the Commissioner of Social Security, to verify any SSN provided by an applicant and authorizes the Secretary of Education to confirm the citizenship status as recorded in SSA records and to use computer matching to accomplish this goal. Computer matching is believed to be the most efficient and comprehensive method of exchanging and processing this information.

ED anticipates that the matching program under this agreement will assist in the effective verification of the SSN and confirmation of citizenship status as recorded in SSA records of applicants to verify their eligibility for Title IV, HEA program assistance. This matching program will also enhance ED's ability to identify quickly those applicants whose records indicate that they do not have a valid SSN or proof of U.S. citizenship needed to receive disbursement of Title IV, HEA program funds, or who fraudulently attempt to receive Federal student aid. There are no other administrative activities that could be employed to accomplish the same purpose with the same degree of efficiency or accuracy.

B. Anticipated Results:

SSA derives no savings from this computer match. See Attachment 1 for the Cost Benefit Analysis, which provides a specific estimate of ED's savings and demonstrates that this computer matching program is likely to be cost effective. The cost benefit ratio is .0046.

VI. **Description of Matched Records**

A. Systems of Records:

SSA's system of records notice entitled "Master Files of Social Security Number (SSN) Holders and SSN Applications" (Enumeration System) SSA/OTSO 60-0058, last fully published on December 29, 2010 (75 FR 82121) and updated on July 5, 2013 (78 FR 40542) and on February 13, 2014 (79 FR 8780), maintains records about each individual who has applied for and obtained an SSN. SSA uses information from the Enumeration System to assign replacement SSNs. Information provided to ED by the applicant for, or recipient of, financial aid would be matched against this system of records.

ED's system of records notice entitled "Federal Student Aid Application File" (18-11-01), last published on August 3, 2011 (76 FR 46774-46781), contains records on applicants' eligibility for Title IV, HEA program assistance, and ED's system of records formerly entitled "The Department of Education (ED) PIN (Personal Identification Number) Registration System" (18-11-12), last published on December 27, 1999 (64 FR 72400-72402), altered and renamed as "Person Authentication Service (PAS)" (18-11-12), on March 20, 2015 (80 FR 14981-14985), contains records used for identification purposes on former, current, and prospective students and parents who apply for PAS credentials, in order to apply for Title IV, HEA program assistance. These ED files will be matched against SSA's Enumeration System to assist ED in determining eligibility requirements. A positive verification (name, SSN, and date of birth submitted by ED match SSA's records) supports the continuation of the student aid application process.

Agencies must publish in the Federal Register routine uses pursuant to the Privacy Act (5 U.S.C. § 552a(b)(3) and (e)(4)(D)) for those systems of records from which they intend to disclose information for purposes of a computer match. SSA and ED have determined that their systems of records notices contain appropriate routine use disclosure authority and that the use is compatible with the purpose for which the information is collected. ED will notify the applicant in writing if it receives a "no match" response, in accordance with Article IX of this agreement.

B. Specified Data Elements:

ED will transmit to SSA the data elements of SSN, date of birth, last name, and first name for each matching verification request. ED will send identifying information from applicant files via Secure File Transfer Protocol (SFTP) using encryption that meets the requirements of Federal Information Processing Standards (FIPS) publication 140-2, "Security Requirements for Cryptographic Modules." SSA will process the verification request and send a response to ED via SFTP using the FIPS-140-2 standards. If SSA verifies the data and there are multiple SSNs assigned to the individual, SSA also provides up to five SSNs. SSA will provide a "match" or "no match" response and in the case of a "no match" response, the reason for the "no match." See Attachment 2 for the EVS User Guide, which outlines the possible verification response codes and other information returned, as well as input and output file specifications.

C. Number of Records Involved:

ED projects that it will make 47.8 million verification requests annually. ED will not submit more than 250,000 verification requests per file.

D. Frequency of Matching:

ED will transmit data to SSA via a daily overnight batch process. SSA will respond via an overnight batch process.

VII. Accuracy Assessments

Applicants for Title IV, HEA program assistance provide ED with the personal identification data contained in the ED systems of records being used in this matching program, and, therefore, a high degree of accuracy in the information is achieved. The accuracy rates of the “Federal Student Aid Application File” (18-11-01) and the “Person Authentication Service (PAS)” (18-11-12) were measured and confirmed by the Production Division at Federal Student Aid (FSA) in August 2012 as 98 percent and 97 percent, respectively.

Later in the application process, the applicant is provided written notice on the SAR to resolve any citizenship issues with the postsecondary institution by providing appropriate documentation.

The SSA Enumeration System database used for SSN matching is 99.99 percent accurate based on SSA’s Office of Quality Review “FY 2013 Enumeration Accuracy Report (June 18, 2014).”

Individuals applying 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 a Social Security benefit. SSA has performed no further assessment on the accuracy of its citizenship data.

VIII. Procedures for Individualized Notice

ED will publish in the Federal Register a notice describing the computer matching program, as required by the Privacy Act. Also, ED will submit notice of the matching program to OMB and Congress, as required by the Privacy Act and implementing OMB guidance. At the time of application, ED will ensure that each applicant for, or recipient of, applicable Title IV, HEA program assistance is provided individual notice that information provided on his or her application is subject to verification through computer matching programs. Every time a student requests an output document, a periodic notice of computer matching is included on the output document and provided to the student.

SSA includes notices on all applications that SSA will conduct computer matching programs. SSA notifies individuals who apply for an SSN on a prescribed application that SSA may use the information provided in computer matching programs.

Not all applicants for Title IV, HEA program assistance apply for, or are in receipt of, SSA program benefits such as Social Security retirement benefits and Supplemental

Security Income payments. SSA will notify all individuals who apply for, or are in receipt of, benefits that SSA will conduct computer matching. SSA will provide subsequent direct notice of computer matching to beneficiaries via annual cost of living notices.

IX. Verification Procedure and Opportunity to Contest

A. Verification Procedures:

ED may not suspend, terminate, reduce, or make a final denial of any financial assistance or payment under title IV of the HEA to an individual, or take other adverse action against such individual, if as a result of information produced by this matching program ED determines that the individual is ineligible for Title IV, HEA program assistance until such time as the individual is given notice of the adverse findings and the proposed adverse action based on those findings. ED will provide the individual with a description of procedures for contesting those findings in advance of the proposed adverse action and with an opportunity to provide the institution with an accurate SSN, proof of U.S. citizenship, or both. The applicant will have at least 30 days from the date of the notice to provide clear and convincing evidence of the accuracy of the applicant's SSN, proof of the applicant's U.S. citizenship, or both.

ED's notification process is highly automated and requires compression of the verification and the notice and wait procedures because individual applicants serve as the best source for verifying the matched data and it is not possible to intervene until after an output document has been issued. Indeed, OMB's "Final Guidance Interpreting the Provisions of Public Law 100-503, the Computer Matching and Privacy Protection Act of 1988" anticipates such a situation when it states: "[i]t would be of dubious utility to apply the verification requirements equally to all matches and argue that a match that results in an adverse consequence of the loss of, for example, a tuition assistance payment should receive the same due process procedures as one that results in the loss of an Aid to Families with Dependent Children (AFDC) payment or Food Stamp eligibility..." 54 FR 25818, 25827 (June 19, 1989). This OMB guidance also recognizes that "[i]n many cases, the individual record subject is the best source for determining a finding's validity, and he or she should be contacted where practicable." *Id.* Under the matching program, individual applicant records are matched at the time the student has, at a minimum, initiated an application for Title IV, HEA program assistance.

Examples of an unsuccessful match include, but are not limited to, when an applicant's name, date of birth or reported SSN is not found, the student is not a U.S. citizen, or the SSN matches that of a deceased person in the SSA database. When an unsuccessful match occurs, ED will notify the individual and institution via email or mail, or by ED's output document such as the SAR or ISIR.

B. Opportunity to Contest:

Under the Privacy Act, ED may not suspend, terminate, reduce, or make a final denial of Title IV, HEA program assistance, or take other adverse action against an individual as a result of the information produced by this matching program unless the individual is provided with a notice (e.g., output document as defined in Article III) stating the results of the match and such individual is given 30 days to contest the adverse match information.

Consistent with sections 483(a)(12) and 484(p) of the HEA (20 U.S.C. § 1090(a)(12) and 20 U.S.C. § 1091(p)) and implementing regulations in 34 C.F.R. § 668.36, when an applicant's data does not match with the data in the SSA Enumeration System, ED provides notification to the applicant and the institution indicating the match results and the corrective action that needs to be taken by the applicant. ED's regulations require that the institution must give the applicant at least 30 days, or until the end of the award year, whichever is later, to produce evidence of the correct SSN or resolve (including contesting) the results of the matched data (34 C.F.R. § 668.36(a)(3)).

The applicant has a period of at least 30 days to correct or contest the results of the data match. However, if the applicant data are not corrected or successfully contested and ED determines that the applicant's data does not yield a successful match with SSA, ED will deny or terminate the applicant's eligibility for Title IV, HEA program assistance.

The FSA Handbook provides specific guidance to institutions with regard to the processing of inaccurate SSNs and claims of U.S. citizenship status that have not been confirmed through this data match.

ED understands that the only verification of an SSN that SSA provides to individuals is the Social Security card and that SSA is not the custodian of U.S. citizenship records. ED's guidance to institutions will state that:

- Students are not to be referred to SSA to resolve citizenship non-confirmation replies;
- Before referring a student to SSA to resolve an SSN discrepancy, the institution will review the input to detect transcription and keying errors and confirm the input with the student;
- Students referred to SSA to resolve SSN non-verification replies from this matching operation will not be advised to obtain any written verification of the SSN (other than a Social Security card); and
- Generally, it takes at least two weeks after the student's submission of an SSN application and supporting documents to SSA for the student to receive the Social Security card.

X. Procedures for Retention and Timely Destruction of Identifiable Records

A. ED will retain all records received from SSA data file(s) with identifying information for 15 years after final repayment, or audit of student financial obligation, or after

student record information is transferred to an alternate recordkeeping system (i.e., loan servicing system), whichever is sooner, in accordance with the requirements of the Department of Education Comprehensive Records Retention and Disposition Schedule, 072 FSA Application, Origination, and Disbursement Records. At the conclusion of the mandatory retention period, ED will destroy these records by electronic purging. This procedure is consistent with legal retention requirements established by ED in conjunction with the National Archives and Records Administration.

- B. The institution will retain sufficient identifiable data to support its action to disburse or deny benefits in accordance with the record retention requirements of 34 C.F.R. § 668.24 and with the requirements found in each of the Title IV, HEA program regulations.
- C. SSA will automatically delete the ED input records upon processing completion and transmission of output records to ED.

XI. Records Usage, Duplication, and Redislosure Restrictions

- A. ED agrees to the following limitations on the access to, the disclosure of, and use of identifying information provided by SSA:
 - 1. The file(s) provided to ED will not be duplicated or disseminated within or outside ED without the written authority of SSA, except as necessary within ED for backup to ongoing operations of the matching program and where advance notice has been provided to SSA and SSA consented to the redislosure in writing. In any such case, ED must specify in writing which records are being redislosed, to whom, and the reasons that justify such redislosure. SSA will not grant such permission unless the redislosure is required by law or is essential to the conduct of the matching program. All redislosures will be made consistent with the Privacy Act and applicable Privacy Act guidelines.
 - 2. The file(s) provided to ED remain the property of SSA and will be destroyed as provided in Article X of this agreement.
 - 3. File(s) provided to ED will not be used to extract information concerning individuals therein for any purpose not specified by this agreement.
 - 4. The information provided by SSA will be used within ED only to the extent necessary to achieve the purpose of the matching program as stated herein. ED acknowledges that SSA's positive verification of an SSN only establishes that the submitted information matches the information contained in SSA's records. The verification does not, however, authenticate the identity of the individual or conclusively prove that the individual submitting the information is who he or she claims to be.
 - 5. ED will not use the SSA files to extract information about non-matched individuals for any purpose not specified by this agreement.

6. ED will, in its contractual relationship with each contractor and/or agent that will have access to the information ED obtains through this agreement, obtain the contractor's and/or agent's written agreement that it will abide by all of the use and redisclosure restrictions and security requirements in this agreement.
 7. ED will identify and provide, from its contractors and/or agents and upon request, a current list of contractors' and/or agents' employees who will have access to the information ED obtains through this agreement. This list will contain the following items: name of contracting firm, list of the contractors' and/or agents' employees who will have access to the information, location of where the work with the information is performed, description of the work that is performed with the information, and contract period (including renewals and extensions). ED further agrees to certify, via a written communication on ED letterhead, to SSA that these contractors are acting on behalf of ED to administer or assist in administering the FSA programs. ED agrees that, upon request, its contractors and/or agents will provide a list of employees who no longer have access to the information under this agreement.
 8. ED employees and contractors and/or agents under contract with ED who access, disclose, or use the information obtained pursuant to this agreement in a manner or for a purpose not authorized by this agreement may be subject to civil and criminal sanctions contained in applicable Federal statutes.
- B. SSA agrees that the information produced by the match may be used by ED for necessary follow-up actions essential to the matching program, as well as when required by law, including to support criminal investigations or prosecutions based on applications which may arise in this connection. All redisclosures will be made consistent with the Privacy Act and applicable Privacy Act guidelines.
- C. SSA agrees to the following limitations on the access to, the disclosure of, and use of data provided by ED:
1. The data provided by ED remains the property of ED and will be destroyed by SSA as provided in Article X of this agreement.
 2. The information supplied by ED will be used only for the purposes of, and to the extent necessary in, the administration of the matching program covered by this agreement.
 3. Other than for the purposes of this agreement, no file will be created that consists of ED information concerning individuals.
 4. The information provided by ED will not be duplicated or disseminated within or outside SSA without the written authority of ED except as necessary within SSA for backup to ongoing operations of the matching program. ED will not grant such authority unless the redisclosure is required by law or is essential to the matching program. All redisclosures will be made consistent with the Privacy Act and applicable Privacy Act guidelines.

5. Duplication will be permitted for backing up the system containing the data. All tapes are properly labeled and securely stored, in accordance with the requirements of the Federal Information Security Management Act.
6. SSA will, in its contractual relationship with each contractor and/or agent that will have access to the information SSA obtains through this agreement, obtain the contractor's and/or agent's written agreement that it will abide by all of the use and redisclosure restrictions and security requirements in this agreement.
7. SSA will identify and provide, from its contractors and/or agents and upon request, a current list of contractors' and/or agents' employees who will have access to the information SSA obtains through this agreement. This list will contain the following items: name of contracting firm, list of the contractors' and/or agents' employees who will have access to the information, location of where the work with the information is performed, description of the work that is performed with the information, and contract period (including renewals and extensions). SSA further agrees to certify, via a written communication on SSA letterhead, to ED that these contractors are acting on behalf of SSA to administer or assist in administering the Social Security Act programs. SSA agrees that, upon request, its contractors and/or agents will provide a list of employees who no longer have access to the information under this agreement.
8. SSA employees and contractors and/or agents under contract with SSA who access, disclose, or use the information obtained pursuant to this agreement in a manner or for a purpose not authorized by this agreement may be subject to civil and criminal sanctions contained in applicable Federal statutes.

XII. Security Procedures

SSA and ED 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. No. 113-283), related OMB circulars and memoranda, such as Circular A-130, Management of Federal Information Resources (Nov. 28, 2000), and Memorandum M-06-16, Protection of Sensitive Agency Information (June 23, 2006); National Institute of Standards and Technology (NIST) directives; and the Federal Acquisition Regulations, including any applicable amendments published after the effective date of this agreement. These laws, directives, and regulations include requirements for safeguarding Federal information systems and personally identifiable information (PII) used in Federal agency business processes, as well as related reporting requirements. Both agencies recognize and will implement the laws, regulations, NIST standards, and OMB directives including those published subsequent to the effective date of this agreement.

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

A. Incident Reporting:

Both parties agree to report incidents in accordance with NIST 800-53, Rev. 4.

Upon detection of an incident related to this interconnection, the agency experiencing the incident will promptly notify the other agency's System Security Contact(s) named in this agreement. SSA also will promptly notify the FSA Central Processing System Owner's Primary Representative.

If the agency experiencing the incident is unable to speak with the other agency's System Security Contact within one hour or if for some reason contacting the System Security Contact is not practicable (e.g., outside of normal business hours), then the following contact information shall be used:

SSA:

National Network Service Center: 1-877-697-4889

ED/FSA:

EDCIRC: EDCIRC@ed.gov: 202-245-6550

If either SSA or ED experience a loss of PII provided by SSA or ED under the terms of this agreement, they will also comply with the PII breach reporting and security requirements as required by OMB M-06-19, "Reporting Incidents Involving Personally Identifiable Information and Incorporating the Cost for Security into IT Investments," as amended by OMB M-15-01, "Fiscal Year 2014-2015 Guidance on Improving Federal Information Security and Privacy Management Practices" (October 3, 2014). ED and SSA also agree to notify the security contact(s) named in this agreement as soon as possible, but no later than one hour, after the discovery of a breach involving PII. In the event of an incident involving the confirmed 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 confirmed loss of PII will notify the other agency's Systems Security Contact named in this agreement within one hour. If ED 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), ED will call SSA's National Network Service Center toll free at 1-877-697-4889.

B. Breach Notification:

SSA and ED will follow PII breach notification policies and related procedures as required by OMB M-07-16, as amended by OMB M-15-01. 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 ED 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 ED 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 ED 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 ED will establish appropriate safeguards for such data, as determined by a risk-based assessment of the circumstances involved.

E. Technical Safeguards:

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

G. Onsite Inspection:

SSA and ED 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.

XIII. Comptroller General Access

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

XIV. Reimbursement

Subject to availability of appropriations for fiscal years (FY) beyond FY 2016, ED will transfer funds to SSA to support SSA's activities under this agreement. ED will pay SSA for the full amount of costs incurred by SSA in the performance of this agreement notwithstanding the estimated costs included in the attached Cost Benefit Analysis. Transfer of funds will be by means of the Intragovernmental Payment and Collection (IPAC) system.

This agreement does not authorize SSA to incur obligations through the performance of the services described herein. Performance of such services is authorized only by execution of Forms SSA-1235 and Financial Management Service (FMS) Forms 7600A and B. Moreover, SSA may incur obligations by performing services under this agreement only on a FY (October 1 through September 30) or partial FY basis coinciding with the initial duration and the renewal of this agreement. Accordingly, executed Forms SSA-1235 and FMS Forms 7600A and B provide authorization for SSA to perform services under this agreement in FY 2016. Since SSA's performance under this agreement spans multiple FYs, the parties will sign another SSA-1235 and FMS Forms 7600A and B on or before the commencement of each FY, which will identify reimbursable cost estimates for that FY. SSA's ability to perform work for FYs beyond FY 2016 is subject to the availability of funds.

SSA will collect funds from ED during FY 2016 through the IPAC system on a quarterly basis, sufficient to reimburse SSA for the costs it has incurred for performing services through the date of billing. A copy of the IPAC billing and all original supporting documentation will be mailed to ED at the U.S. Department of Education at Union Center Plaza, 830 First Street, NE., room 64A5, Washington, D.C. 20202, 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 ED with a performance report (e.g., a billing statement) that details all work performed to date. Additionally, at least quarterly, the parties will reconcile balances related to revenue and expenses for work performed under the agreement.

Each party to this agreement will be liable for damages or loss resulting from acts and omissions of its own employees in accordance with Federal statutory authority. All information furnished to ED will be subject to the limitations and qualifications, if any, transmitted with such information. SSA must re-perform services if any errors in information provided to ED or loss or destruction of data is attributable to SSA. SSA will provide ED with written notification of the additional costs for the services, the reason(s) that SSA will incur the additional costs, and the steps that SSA has taken to ensure that ED will not have to pay again for the re-performance of the same services in the future. ED will reimburse SSA for such additional costs as a part of the full costs incurred by SSA in compiling and furnishing data to ED.

XV. Duration and Modification of the Agreement

A. Effective Date:

The matching program will be effective on the latest of the following three dates:

(A) April 10, 2016; (B) 30 days after notice of the matching program has been published in the FR; or (C) 40 days after a report concerning the matching program has been transmitted to OMB and transmitted to the appropriate Congressional Committees, along with a copy of this agreement, unless OMB waives 10 or fewer days of this 40-day review period for compelling reasons, in which case, 30 days plus whatever number of the 10 days that OMB did not waive from the date of the transmittal of the report to OMB and Congress.

B. Duration:

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

C. Renewal:

The Data Integrity Boards (DIB) of ED and SSA may, within three months prior to the expiration of this agreement, renew this agreement for a period not to exceed 12 months if:

1. The matching program will be conducted without change; and
2. ED and SSA certify to their DIBs that they 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 party 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. Suspension and 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 will be effective 90 days after the date of the notice, or at a later date specified in the notice.

If ED cancels the order, ED authorizes SSA to collect costs incurred prior to cancellation of the order plus any termination costs. SSA or ED may make an

immediate, unilateral suspension of the data flow and/or termination of this agreement if either party:

1. Determines that there has been an unauthorized use or disclosure of information;
2. Determines that there has been a violation of or failure to follow the terms of this agreement; or
3. Has reason to believe that the other party has breached the terms for security of data. If so, the parties agree that they will immediately notify the party believed to have breached the terms for security as to the basis of the belief and the intent to unilaterally suspend this agreement. The notice provided will ensure that the two agencies discuss the suspected violation, thereby preventing an unintended denial of Federal benefits to applicants based solely upon a belief of a violation or failure to abide by the terms of the agreement. If either party suspends the data flow in accordance with this section, there will be an indefinite suspension of the agreement until a definite determination has been made regarding whether there has been a breach.

XVI. Dispute Resolution

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

XVII. Persons to Contact

A. SSA Contacts:

Matching Agreement Issues

Kim Cromwell, Government Information Specialist
Office of the General Counsel
Office of Privacy and Disclosure
Social Security Administration
6401 Security Boulevard, 617 Altmeyer Building
Baltimore, MD 21235
Telephone: (410) 966-1392/ Fax: (410) 594-0115
Email: kim.cromwell@ssa.gov

Project Coordinator

Rona Barrash, Project Coordinator
Office of Data Exchange and Policy Publications
Office of Data Exchange
Social Security Administration
6401 Security Boulevard, 4-B-9-F Annex Building
Baltimore, MD 21235
Telephone: (410) 965-7567
Email: rona.barrash@ssa.gov

Computer Systems Issues

Angela Copeland, Branch Chief
Division of Information, Verification, and Exchange Systems/VSB
Office of Earnings, Enumeration and Administrative Systems
Office of Systems
Social Security Administration
6401 Security Boulevard, 3108 (3-C-1) Robert M. Ball Building
Baltimore, MD 21235
Telephone: (410) 965-6865/ Fax: (410) 966-3147
Email: angela.copeland@ssa.gov

Systems Security Issues

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

Financial Issues

Michele Bailey, Division Director
Office of Financial Policy and Operations
Office of Finance, Division of Reimbursable and Administrative Collection
Social Security Administration
2-K-5 East Low Rise Building
6401 Security Boulevard
Baltimore, MD 21235
Telephone: (410) 965-0729 Fax: (410) 967-1673
Email: michele.bailey@ssa.gov

B. ED Contacts:**Security Issues**

Linda Wilbanks, FSA Chief Information Security Officer
U.S. Department of Education
Federal Student Aid
Technology Office
830 First Street, NE., Rm #102E4
Washington, DC 20202-5454
Telephone: (202) 377-3396
Fax: (202) 275-0492
Email: linda.wilbanks@ed.gov

Department of Education Computer Incident Response Capability (EDCIRC)

Telephone: (202) 245-6550

Email: edcirc@ed.gov

Nina Colon

Information System Security Officer (ISSO)

Central Processing System (CPS)

U.S. Department of Education

Federal Student Aid, Business Operations, Security Division

830 First Street, NE.

UCP-52C4

Washington, DC 20202-5454

Telephone: (202) 377-3736

Email: nina.colon@ed.gov

Robert Murphy

Alternate Information System Security Officer (ISSO)

Central Processing System (CPS)

U.S. Department of Education

Federal Student Aid, Business Operations, Security Division

830 First Street, NE.

UCP-41B4

Washington, DC 20202-5454

Telephone: (202) 377-3384

Email: robert.murphy@ed.gov

System's Primary Representative

Yolanda Hutcherson

Business Technical Lead, Central Processing System (CPS)

U.S. Department of Education

Federal Student Aid, Business Operations

830 First Street, NE.

UCP-41D2

Washington, DC 20202

Telephone: (202) 377-3594

Fax: (202) 275-3465

Email: yolanda.hutcherson@ed.gov

Matching and Finance Contact

Marya Dennis, Management and Program Analyst

Application Processing Division

U.S. Department of Education

Federal Student Aid

Student Experience Group

830 First Street, NE.

UCP-63G2

Washington, DC 20202-5454

Telephone: (202) 377-3385
Fax: (202) 275-0492
Email: marya.dennis@ed.gov

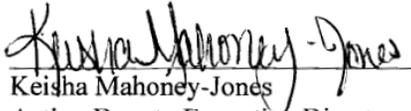
XVIII. Integration

This agreement, including Attachments 1 and 2, and the accompanying Forms SSA-1235 and FMS Forms 7600A and B constitute the entire agreement of the parties with respect to its subject matter and supersede all other data exchange agreements between the parties that pertain to the disclosure of the specified SSA SSN and citizenship data made between SSA and ED for the purposes described in this agreement. SSA and ED 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.

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


Keisha Mahoney-Jones
Acting Deputy Executive Director
Office of Privacy and Disclosure
Office of the General Counsel

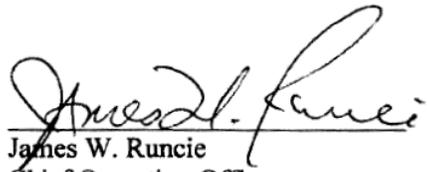
12/31/2015
Date

SSA's DIB has reviewed this Agreement and approves it. In accordance with OMB's Final Guidance Interpreting the Provisions of Public Law 100-503, the Computer Matching and Privacy Protection Act of 1988, 54 FR 25818 (June 19, 1989), the Board also has determined that it is appropriate to compress the due process steps of verification and notice and wait into a single step.


Glenn Sklar
Acting Chair, Data Integrity Board
Social Security Administration

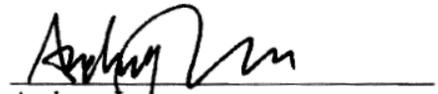
2/8/15
Date

U.S. DEPARTMENT OF EDUCATION


James W. Runcie
Chief Operating Officer
Federal Student Aid
U.S. Department of Education

12/14/15
Date

ED's DIB has reviewed this Agreement and approves it. In accordance with OMB's Final Guidance Interpreting the Provisions of Public Law 100-503, the Computer Matching and Privacy Protection Act of 1988, 54 FR 25818 (June 19, 1989), the Board also has determined that it is appropriate to compress the due process steps of verification and notice and wait into a single step.


Andrew Jackson
Assistant Secretary for Management
Chair, Data Integrity Board
U.S. Department of Education

January 27, 2016
Date

Attachments:

Attachment 1: Cost Benefit Analysis

Attachment 2: EVS User Guide