

**COMPUTER MATCHING AGREEMENT
BETWEEN
THE SOCIAL SECURITY ADMINISTRATION
AND
THE DEPARTMENT OF VETERANS AFFAIRS
VETERANS HEALTH ADMINISTRATION
Match #1052**

I. Purpose

This computer matching agreement sets forth the terms, conditions, and safeguards under which the Social Security Administration (SSA) will disclose tax return information to the Department of Veterans Affairs, Veterans Health Administration (VA/VHA). VA/VHA will use the tax return information to verify veteran's employment status and earnings to determine eligibility for its health benefit programs.

II. Legal Authority

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

Legal authority for the disclosures under this agreement is 38 U.S.C. §§ 5106 and 5317, and 26 U.S.C. § 6103(l)(7)(D)(viii). Under 38 U.S.C. § 1710, VA/VHA has a statutory obligation to collect income information from certain applicants for medical care and to use that income data to determine the appropriate eligibility category for the applicant's medical care. 26 U.S.C. § 6103(l)(7) authorizes the disclosure of tax return information with respect to net earnings from self-employment and wages, as defined by relevant sections of the Internal Revenue Code (IRC), to Federal, state, and local agencies administering certain benefit programs under Title 38 of the U.S.C.

Section 7213 of the Intelligence Reform and Terrorism Prevention Act of 2004 provides SSA authority to add a death indicator to verification routines that the agency determines to be appropriate.

III. Definitions

- A. "HEC" means Health Eligibility Center, formerly the Income Verification Match Program. HEC verifies the self-reported income of certain veterans whose eligibility for medical care is based on income level. HEC is an entity within the VHA, Member Services.
- B. "Tax return information" for purposes of this agreement means SSA's records obtained under the authority of 26 U.S.C. § 6103 concerning the amount of an individual's

earnings from wages or self-employment income, the period(s) involved, and the identities and addresses of employers.

- C. "Disclose" and "Disclosure" mean the release of information or data, with or without the consent of the individual or individuals to whom the data pertains, by either VA/VHA or SSA.
- D. "Breach" means a loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations in which unauthorized users have access or potential access to personally identifiable information (PII) for an unauthorized purpose.
- E. "Security incident" means an event that has, or could have, resulted in loss or damage to VA/VHA or SSA assets, or sensitive information, or an action that breaches VA/VHA or SSA security procedures.
- F. "Personally Identifiable Information" or "PII" means information (such as name, Social Security number (SSN), biometric records) that SSA and VA/VHA use to distinguish or trace an individual's identity either alone or when combined with an individual's other personal or identifying information (such as date and place of birth, mother's maiden name).

IV. Responsibilities of Parties

A. VA/VHA Responsibilities

- 1. VA/VHA will furnish SSA with electronic data exchange records for each individual for whom VA/VHA requests tax return information.
- 2. VA/VHA will match SSA information with VA/VHA records containing self-reported household income of veterans who are eligible for medical care based on income level.
- 3. VA/VHA will also use SSA's records of wage and self-employment income to verify the veterans' employment status.
- 4. The VA/VHA component responsible for this disclosure is the VHA Member Services, HEC.
- 5. VA/VHA, as the recipient agency, will provide Congress and the Office of Management and Budget (OMB) with notice of this program and will publish the required matching notice in the Federal Register (Fed. Reg.).

B. SSA Responsibilities

1. SSA will initially verify the submitted SSNs through its Batch SSN Verification Application and will process only verified SSNs through the earnings search. SSA will return SSNs that fail verification to VA with a response indicating, "The SSN did not verify."
2. SSA will furnish VA/VHA with tax return information for each individual with a verified SSN for whom VA/VHA requests the information.

V. **Justification and Anticipated Results**

A. Justification

VA/VHA is statutorily required to verify income data reported by medical care applicants, and 38 U.S.C. § 5106 requires SSA to provide this information to VA/VHA at no cost. Federal law authorizes SSA to disclose certain tax return information to VA/VHA (26 U.S.C. § 6103(l)(7)). Accordingly, SSA and VA/VHA determined that this matching program is the most efficient and comprehensive method of collecting and comparing this information. No other administrative activity can efficiently accomplish this purpose.

B. Anticipated Results

Based upon a review of computer matching activities from October 2015 through April 2017, VA/VHA estimates a potential loss avoidance of \$28,576,901 gained from recovering copayments. VA/VHA estimates that the cost of operating this computer match with SSA was \$12,731,544. This resulted in a cost to benefit ratio of 2.2:1. SSA does not expect any savings for any SSA programs to result from this matching program.

VI. **Description of Matched Records**

A. System of Records

SSA will initially access and verify submitted SSNs through the Master Files of Social Security Number Holders and SSN Applications, 60-0058, (the Enumeration System), last fully published on December 29, 2010 (75 Fed. Reg. 82121), and amended on July 5, 2013 (78 Fed. Reg. 40542), and February 13, 2014 (79 Fed. Reg. 8780) for verification purposes.

SSA will subsequently run those verified SSNs against systems records to extract and disclose the necessary tax return information from the Earnings Recording and Self-Employment Income System, 60-0059, last fully published on January 11, 2006 (71 Fed. Reg. 1819), and amended on July 5, 2013 (78 Fed. Reg. 40542).

VA/VHA will match SSA information with information extracted from its system of records (SOR) "Income Verification Records – VA" (89VA10NB). Routine use nineteen (19) permits VA/VHA to disclose identifying information, including SSNs, concerning veterans, their spouses, and dependents of veterans to Federal agencies for purposes of conducting computer matches to determine or verify eligibility of certain veterans who are receiving VA/VHA medical care under Title 38 of the U.S.C.

The SORs involved in this computer matching program have routine uses permitting the disclosures needed to conduct this match.

B. Specified Data Elements

1. VA/VHA will provide SSA with the following information for each individual for whom VA/VHA requests tax return information: first name, last name, SSN, and date of birth. VA/VHA must also provide the requested tax report year for which data is being requested.
2. SSA will provide VA/VHA with the following tax return information for each individual for whom VA/VHA requests information: employer identification numbers (EIN), earnings report type, employer name and address, year of earnings, wage amounts from Form W-2, and earnings amounts from self-employment. SSA will also provide a verification code indicating verified SSN and death indicator.

C. Number of Records

1. VA/VHA will submit approximately 3 million records per year in a format SSA defines for the duration of this agreement.
2. SSA will provide a response record for each individual VA/VHA identifies. The total number of records will be equal to or lesser than the number of records submitted by VA/VHA. In some instances, an individual may have more than one record on file.

D. Frequency of Matching

SSA and VA/VHA will conduct this matching activity every two months.

VII. Accuracy Assessments

The SSA Enumeration System used for SSN matching is 100 percent accurate based on SSA's Office of Quality Review "FY 2015 Enumeration Accuracy Report (April, 2016)." The correctness of the tax return information is generally contingent upon the correctness of the information provided by the payer of the wages.

Previous matches with the same files indicate that VA/VHA's records are at least 99 percent accurate and that SSA's records are estimated to be 99 percent accurate. The matching of the identification data with SSA's tax return information is estimated to be 99 percent accurate.

VIII. Notice Procedures

A. Applicants

Both VA/VHA and SSA will notify all individuals who apply for benefits for their respective programs that they will conduct matching programs. VA/VHA's notice consists of appropriate language printed on its application form. Also, VA/VHA provides a separate pamphlet with appropriate language at each medical center. SSA's notice consists of appropriate language printed on its application forms or a separate handout with appropriate language when necessary.

The Internal Revenue Service (IRS) provides standard disclosure and Privacy Act notices, which advise taxpayers that IRS may share their tax return information with other Federal and state agencies to determine entitlement to benefits.

B. Beneficiaries/Annuitants

VA/VHA provides periodic notice to patients on medical facility rolls. This notice consists of appropriate language contained in HEC informational pamphlets as well as language printed as notification on VA Form 10-10EZ, Application for Health Benefits, and VA Form 10-10EZR, Health Benefits Renewal Form, or a separate handout with appropriate language when necessary.

IX. Verification Procedures and Opportunity to Contest

A. Verification Procedures

VA/VHA will take no adverse action regarding individuals identified through the matching process solely based on information that VA/VHA obtains from the match. In accordance with the requirements of the Privacy Act and applicable OMB guidelines, VA/VHA will independently verify and investigate all wage, pension, and self-employment income with the payer of the wages or pension or with the individual recipient, or both. This investigation and confirmation will include the amount of any income involved; whether the individual actually has or had access to such income for his or her own use; and the period or periods when the individual actually had such income.

B. Opportunity to Contest

Before taking any adverse action based on the verified income information received from the match, VA/VHA will provide all medical care recipients from whom VA/VHA decides such adverse action is necessary with the following information:

1. VA/VHA has received information from SSA indicating that an adverse action affecting the medical care recipient's payment is necessary. The medical care

recipient has an opportunity to explain the circumstances prior to VA/VHA making a final eligibility determination and initiating billing action;

2. The effective date of any adjustment or overpayment that may result;
3. The medical care recipient has 60 days to contest any adverse decision; and
4. Unless the medical care recipient responds to contest the proposed adverse action in the required 60-day time period, VA/VHA will conclude that the information provided by SSA is correct, and will make the necessary adjustment to the recipient's payment.

X. Procedures for Retention and Timely Destruction of Identifiable Records

VA/VHA and SSA will retain the electronic files received from the other agency only for the period required for any processing related to the matching program and then will destroy all such data by electronic purging, unless VA/VHA and SSA are required to retain the information in order to meet evidentiary requirements. In case of such retention for evidentiary purposes, VA/VHA and SSA will retire the retained data in accordance with the applicable Federal Records Retention Schedule (44 U.S.C. § 3303a). VA/VHA and SSA will not create permanent files or separate system comprised solely of the data provided by the other agency.

XI. Records Usage, Duplication, and Redislosure Restrictions

SSA and VA/VHA 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 agreement:

- A. SSA and VA/VHA will use and access the data only for the purposes described in this agreement.
- B. SSA and VA/VHA will not use the data to extract information concerning medical care recipients therein for any purpose not specified by this agreement.
- C. SSA and VA/VHA will not duplicate or disseminate the data, within or outside their respective agencies, without the written permission of the other agency, except as required by Federal law. SSA and VA/VHA 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 it is requesting be duplicated or disseminated and to whom, and the reasons that justify such duplication or dissemination.

XII. Security Procedures

SSA and VA/VHA 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 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 VA/VHA experiences an incident involving the loss or breach of PII provided by SSA or VA/VHA under the terms of this agreement, they will follow 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 VA/VHA 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), VA/VHA will call SSA's National Network Service Center toll free at 1-877-697-4889. If SSA is unable to speak with VA/VHA's Systems Security Contact within one hour, SSA will contact the VA/VHA Situation Room at (202) 418-0111.

B. Breach Notification

SSA and VA/VHA will follow PII breach notification policies and related procedures issued by OMB. If an agency determines that the risk of harm requires notification to affected individuals or other remedies, that agency will carry out these remedies without cost to the other agency.

C. Administrative Safeguards

SSA and VA/VHA 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 except as required by Federal law. Further, SSA and VA/VHA will advise all personnel who have access to the data matched and to any data created by the match of the confidential nature of the data, the safeguards required to protect the data, and the civil and criminal sanctions for noncompliance contained in the applicable Federal laws.

D. Physical Safeguards

SSA and VA/VHA 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 those created by the match. SSA and VA/VHA will establish appropriate safeguards for such data, as determined by a risk-based assessment of the circumstances involved.

E. Technical Safeguards

SSA and VA/VHA 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 VA/VHA will strictly limit authorization to those electronic data areas necessary for the authorized analyst to perform his or her duties.

F. Application of Policies and Procedures

SSA and VA/VHA will adopt policies and procedures to ensure that each agency uses the information contained in their respective records or obtained from each other solely as provided in this agreement. SSA and VA/VHA will comply with these policies and procedures and any subsequent revisions.

G. Onsite Inspection

SSA and VA/VHA have the right to monitor the other agency's compliance with FISMA and OMB requirements. Both agencies have the right to make onsite inspections for auditing compliance, if necessary, for the duration or any extension of this agreement. If either party elects to complete an onsite inspection, the auditing agency will provide the other advanced written notice of any onsite inspection and the parties will set a mutually agreeable date for such inspection.

H. Tax Information

1. VA/VHA will comply with all Federal Safeguards Requirements pursuant to IRC § 6103(p)(4) and as required by the IRS, including those described in IRS Publication 1075, "Tax Information Security Guidelines for Federal, State and Local Agencies and Entities," available at <http://www.irs.gov>.
2. If VA/VHA does not have a currently approved Safeguard Procedures Report (SPR), VA/VHA will submit a new SPR to the Internal Revenue Service's Office of Safeguards detailing how all data received from SSA is processed and protected from unauthorized disclosure within 45 days from the execution of this agreement.

XIII. Comptroller General Access

Consistent with IRC § 6103(i)(8), the Government Accountability Office (Comptroller General) may have access to all VA/VHA and tax return information, as necessary, in order to verify compliance with this agreement.

XIV. Reimbursement

Pursuant to 38 U.S.C. § 5106, SSA is statutorily required to provide the information requested by VA under this agreement at no cost to VA.

XV. Duration, Modification, and Termination

A. Effective Date

The effective date of this agreement is April 9, 2018, provided that VA reported the proposal to re-establish this matching program to the Congressional committees of jurisdiction and OMB in accordance with 5 U.S.C. § 552a(o)(2)(A) and OMB Circular A-108 (December 23, 2016), and VA published notice of the matching program in the Federal Register in accordance with 5 U.S.C. § 552a(e)(12).

B. Duration

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

C. Renewal

The Data Integrity Boards (DIB) of VA/VHA and SSA may, within three months prior to the expiration of this agreement, renew this agreement for a period not to exceed twelve months if VA/VHA and SSA can certify to their DIBs that:

1. The matching program will be conducted without change; and
2. VA/VHA and SSA have conducted the matching program in compliance with the original agreement. If either party does not want to continue this program, it must

notify the other 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. Termination

The parties may terminate this agreement at any time with the consent of both parties. Either party may unilaterally terminate this agreement upon written notice to the other party, in which case the termination shall be effective 90 days after the date of the notice, or at a later date specified in the notice.

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

1. Determines that VA/VHA has used or disclosed the information in an unauthorized manner;
2. Determines that VA/VHA has violated or failed to follow the terms of this agreement;
or
3. Has reason to believe that VA/VHA 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.

XVI. Disclaimer

SSA is not liable for any damages or loss resulting from errors in information provided to VA/VHA under this agreement. SSA is not liable for damages or loss resulting from the destruction of any materials or data provided by VA/VHA. All information furnished to VA/VHA is subject to the limitations and qualifications, if any, transmitted with such information.

The performance or delivery by SSA of the goods and/or services described herein and the timeliness of said delivery are authorized only to the extent that they are consistent with proper performance of the official duties and obligations of SSA and the relative importance of this request to others. If for any reason SSA delays or fails to provide services, or discontinues the services or any part thereof, SSA is not liable for any damages or loss resulting from such delay or for any such failure or discontinuance.

XVII. Dispute Resolution

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

XIX. Integration Clause

This agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all other data exchange agreements between the parties that pertain to the disclosure of the specified tax return data between SSA and VA/VHA for the purposes described in this agreement. SSA and VA/VHA 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.

XVIII. Persons to Contact

A. SSA Contacts:

Michelle 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

Systems Security Issues

Steve Harkness, Acting Director
Division of Compliance and Assessments
Office of Information Security
Office of Systems
Social Security Administration
3829 Annex Building
6401 Security Boulevard
Baltimore, MD 21235
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Fax: (410) 597-0845
Email: Steve.Harkness@ssa.gov

Matching Agreement Issues

Kelvin Chapman
Government Information Specialist
Office of the General Counsel
Office of Privacy and Disclosure
6401 Security Boulevard, 617 Altmeyer Building
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Project Coordinator

Stephanie Meilinger, Data Exchange Liaison
Office of Data Exchange
Office of Data Exchange and Policy Publications
6401 Security Boulevard, 4-C-8-D Annex
Baltimore, MD 21235
Telephone: (410) 966-0476
Email: Stephanie.Meilinger@ssa.gov

B. VA/VHA Contacts

Systems Operations

Andrew Tyler
Supervisory Program Analyst, Requirements Management
3401 SW 21st Street
Topeka, KS 66604
Telephone: (765) 730-3151
Email: Andrew.Tyler@va.gov

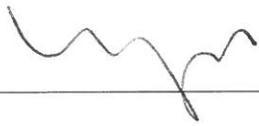
Matching Agreement Issues, Safeguards and Recordkeeping

LeRoy Garcia, Associate Director
Health Eligibility Center
2957 Clairmont Road NE, Suite 200
Atlanta, GA 30329
Telephone: (404) 828-5395
Fax: (404) 828-5087
Email: LeRoy.Garcia@va.gov

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 SIGNATURES



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

Date 1/24/18

Data Integrity Board Certification:

As Chair of the Data Integrity Board of the source agency named above, I certify that: (1) the subject matching program was conducted in compliance with the existing computer matching agreement between the parties; and (2) the subject matching program will continue without any change for an additional 12 months.



Mary Ann Zimmerman
Acting Chair, Data Integrity Board
Social Security Administration

Date 1/31/18

DEPARTMENT OF VETERANS AFFAIRS SIGNATURES

LeRoy F. Garcia

LeRoy F. Garcia
Acting Director, VHA-Health Eligibility Center
Member Services
Department of Veterans Affairs

Date 1/24/2018

Data Integrity Board Certification:

As Chair of the Data Integrity Board of the recipient agency named above, I certify that:
(1) the subject matching program was conducted in compliance with the existing
computer matching agreement between the parties; and (2) the subject matching program
will continue without any change for an additional 12 months.

David, LaShaunne

Digitally signed by David, LaShaunne
DN: dc=gov, dc=va, ou=InternalStaff, cn=David, LaShaunne
Date: 2018.03.02 12:56:07 -0500

Scott R. Blackburn, Chair
Data Integrity Board
Department of Veterans Affairs

Date _____

Attachment: Cost Benefit Analysis