I. Purpose

This computer matching agreement between the Social Security Administration (SSA) and the Office of Personnel Management (OPM) sets forth the terms, conditions, and safeguards under which SSA will disclose Social Security benefit data to OPM. OPM will use the Social Security benefit data for the administration of certain programs by OPM’s Retirement Services. OPM is legally required to offset specific benefits by a percentage of benefits payable under Title II of the Social Security Act, to disability annuitants, children survivor annuitants, and spousal survivor annuitants. This matching activity will enable OPM to compute benefits at the correct rate and determine eligibility for these benefits. Appendices A, B, and C of this agreement contain specific information on the matching programs that OPM will conduct.

II. Legal Authority

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

The legal authority for this agreement is 5 U.S.C. §§ 8442(f), 8443(a), 8452(a)(2)(A), and 8461(h)(1).

III. Responsibilities of the Parties

A. SSA

SSA will verify the OPM input file Social Security numbers (SSN) using SSA’s Numident database. SSA will also match OPM’s input file against SSA’s Master Beneficiary Record (MBR) and disclose Title II status and associated data from the MBR to OPM via the State Verification and Exchange System (SVES). The SSA systems of records applicable to the matching activity are the Master File of Social Security Number (SSN) Holders and SSN Applications (Numident), 60-0058, and the MBR, 60-0090.

B. OPM

1. OPM will provide to SSA, on a daily basis, an extract from the Annuity Master File from pending claims snapshot records via the File Transfer Management System. The extracted file will contain the following identifying information
concerning the disability annuitant, child survivor annuitant, and survivor annuitant from whom OPM is legally required to offset benefits by a percentage of benefits payable under Title II: full name, SSN, date of birth, and necessary SVES indicator, as required to extract Title II data from SSA’s MBR via SVES. The SVES indicator specifies the type of request, enabling the SVES application to know from where to extract the requested data, i.e., from the MBR.

2. Up to twice a month, OPM will provide SSA with the following information identifying all disability annuitants in pay status for whom OPM has no records of SSA payment: full name, SSN, date of birth, and necessary SVES indicator, as required to extract Title II data from SSA’s MBR via SVES.

3. OPM will use the match results to identify: (1) Federal Employees’ Retirement Systems (FERS) disability annuitants who are receiving Social Security disability insurance benefits (Appendix A); (2) FERS child survivor annuitants who are receiving Social Security child’s insurance benefits (Appendix B); and (3) FERS survivor annuitants who may be eligible to receive Supplementary Annuity benefits (Appendix C).

IV. Accuracy Assessments

OPM estimated, based on its sample review, that OPM's Annuity Master File is 95 percent accurate. SSA estimated, by matching the identification data with SSA’s payment record, that SSA’s payment record is 99 percent accurate. OPM notifies the annuitant of the benefit amounts SSA provides, and which OPM will use to reduce FERS benefits. There is no indication from these annuitant contacts that the information SSA provides via the match is inaccurate.

V. Procedures for Individualized Notices

A. Applicants

Both SSA and OPM will notify all applicants for benefits in their respective programs, that both agencies will conduct matching programs. As concerns the matching activities described in this agreement, SSA’s notice consists of appropriate language printed on its application forms for Title II benefits, or a separate handout with appropriate language when necessary. OPM's notice consists of appropriate language printed on its application forms and forms related to requests for information concerning SSA recipients.

B. Annuitants/Survivors

Both SSA and OPM will provide subsequent periodic notices of computer matching to their respective retirees, annuitants, beneficiaries, and recipients as required. SSA notification consists of a general notice in the Federal Register and periodic mailings to all beneficiaries and recipients, with a description of SSA's matching activities as stated above. OPM's notice consists of information included in the Federal Register and appropriate language printed on yearly mailings to all annuitants, survivor
annuitants, and their representatives describing OPM's matching activities.

C. Federal Register Notice

OPM, 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 pursuant to the Privacy Act, 5 U.S.C. § 552a(e)(12).

VI. Verification Procedure and Opportunity to Contest

A. Verification

OPM will take no adverse action regarding annuitants identified through the matching process solely based on information that it obtains from the match. OPM will contact the annuitant to develop necessary evidence to verify the match results in accordance with the requirements of the Privacy Act and applicable OMB guidelines.

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

B. Opportunity to Contest

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

1. OPM has received information from SSA that indicates that an adverse action affecting the annuitant’s payment is necessary.

2. The effective date of any adjustment or overpayment that may result.

3. The individual has 30 days to contest any adverse decision.

4. Unless the individual responds to contest the proposed adverse action in the required 30-day time period, OPM will conclude that the information provided by SSA is correct, and will make the necessary adjustment to the annuitant’s payment.

VII. Procedures for Retention and Timely Destruction of Records

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

VIII. Security Procedures

SSA and OPM will comply with the requirements of the Federal Information Security Management Act (FISMA), 44 U.S.C. § 3541-3549; related OMB circulars and memoranda, such as Circular No. 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 respective contractors and agents.

A. Loss Reporting

If either SSA or OPM experience a loss of PII provided by SSA or OPM under the terms of this agreement, they will follow the OMB loss reporting guidelines (OMB M-06-19, “Reporting Incidents Involving Personally Identifiable Information, and Incorporating the Cost for Security into IT Investments”). In the event of an incident involving the loss or potential loss of PII, the agency experiencing the event is responsible for following its established procedures, including notification to the proper organizations (i.e., United States Computer Emergency Readiness Team). In addition, the agency experiencing the loss of PII will notify the other agency’s Systems Security Contact named in this agreement. If OPM 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), OPM will call SSA’s National Network Service Center toll free at 1-877-697-4889.

Immediately upon becoming aware of a possible incident involving OPM-provided PII (or no later than 60 minutes after becoming aware of the possible incident, regardless of day or time), SSA will contact the OPM Situation Room at: 
sitroom@opm.gov; (202) 418-0111; Fax (202) 606-0624. (The OPM SITRoom is available 24 hours/day; 365 days/year.)
B. Breach Notification

SSA and OPM will follow PII breach notification policies and related procedures as required by OMB M-07-16 (May 22, 2007). If the agency that experienced the breach determines that the risk of harm requires notification to affected beneficiaries or other remedies, that agency will carry out these remedies without cost to the other agency.

C. Administrative Safeguards

SSA and OPM will restrict access to the data matched and to any data created by the match to only those authorized users, e.g., employees, contractors, etc., who need it to perform their official duties in connection with the uses of the data authorized in this agreement. Further, SSA and OPM 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 OPM 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 (e.g., door locks, card keys, biometric identifiers, etc.). Only authorized personnel will transport the data matched and any data created by the match. SSA and OPM will establish appropriate safeguards for such data, as determined by a risk-based assessment of the circumstances involved.

E. Technical Safeguards

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

G. Onsite Inspection

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

IX. Data Usage, Duplication, and Redisclosure Restrictions

SSA and OPM will adhere to the following limitations on the use, duplication, and
disclosure of the electronic files and data provided by the other agency under this
agreement:

A. The data that SSA and OPM provide will remain the property of the providing
agency. SSA and OPM will destroy or return the data (except as provided in Article
VII) after completing the relevant matching, but not more than 60 days after receipt
of the data;

B. SSA and OPM will use and access the data only for the purposes described in this
agreement;

C. SSA and OPM will not use the data to extract information concerning the individuals
therein for any purpose not specified in this agreement; and

D. SSA and OPM 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 OPM 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.

X. Comptroller General Access

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

XI. Reimbursement

SSA and OPM currently engage in several different matching programs. The
programmatic savings to each agency for these matches far outweigh the costs for each
agency. SSA and OPM agree that the matching programs are mutually beneficial;
therefore, the expenses involved in this match will be deemed reciprocal and not involve
any reimbursable arrangements between the two agencies.

The attached chart (Attachment A) provides the cost comparison analysis for reciprocal
services that SSA and OPM provide to each other. However, in the event of material
changes to the matching programs between SSA and OPM, SSA and OPM agree to make
cost adjustments so that neither agency bears a disproportionate share of the costs. SSA
and OPM will make such adjustments by means of a reimbursable agreement.

XII. Duration, Modification, and Termination
A. Effective Date

The effective date of this agreement is August 19, 2015, provided that the following notice periods have lapsed: 30 days from the date OPM publishes a Computer Matching Notice in the Federal Register; 40 days from the date of the matching program notice that is sent to the Congressional committees of jurisdiction under 5 U.S.C. § 552a(o)(2)(A); and 40 days from the date of the matching program notice that is sent to OMB.

B. Duration

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

C. Renewal

The Data Integrity Boards (DIB) of SSA and OPM may, within 3 months prior to the expiration of this agreement, renew this agreement for a period not to exceed 12 months if SSA and OPM can certify to their respective DIBs that:

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

If either party does not want to continue this program, it must provide written notification to the other party of its intention not to continue at least 90 days before the end 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 requesting termination, in which case the termination will be effective 90 days after the date of such notice or at a later date specified in the notice.

Notwithstanding the above, either SSA or OPM may immediately and unilaterally suspend the data flow under this agreement or terminate this agreement if the agency:

1. Determines that the other agency has used or disclosed the information in an unauthorized manner;
2. Determines that the other agency has violated or failed to follow the terms of this agreement; or
3. Has reason to believe that the other agency breached the terms for security of data. If an agency suspends the data flow in accordance with this subsection, it will suspend the data until it makes a final determination of a breach.

XIII. Dispute Resolution


XIV. Persons to Contact

A. OPM Contacts:

Matching Agreement
Bernard A. Wells, Program Analyst
U.S. Office of Personnel Management
Retirement Services – Business Services
1900 E Street, NW, Room 4316
Washington, DC 20415
Telephone: (202) 606-2730
Fax: (202) 606-1163
Email: bawells@opm.gov

Operational Issues
Linda D. Fleming, Chief
Retirement Eligibility & Services
Office of Personnel Management
999 North Capital Street, NE
Room 3J33
Washington, DC 20415
Telephone: (202) 606-0375
Fax: (202) 606-0327
Email: Linda.Fleming@opm.gov

Privacy Issues
Christopher J. Brannigan, CIO/PO
Office of Personnel Management
1900 E Street, NW, Room 4H28
Washington, DC 20415
Telephone: (202) 606-0107
Email: Christopher.Brannigan@opm.gov

Computer System Issues
Christian Armeanu
Chief, Information Systems Branch
Office of Personnel Management
Systems Security Issues
Jeffrey P. Wagner
Director of IT Security Operations
Office of Personnel Management
1900 E Street, NW, Room 2416
Washington, DC  20415
Telephone:  (202) 606-1776
Email:  Christian.armeanu@opm.gov

B. SSA Contacts:

Matching Agreement Issues
Sarah Reagan, Government Information Specialist
Disclosure and Data Support Division
Office of Privacy and Disclosure
Office of the General Counsel
Social Security Administration
617 Altmeyer Building
6401 Security Boulevard
Baltimore, MD  21235
Telephone:  (410) 965-9127
Fax:  (410) 966-0869
Email:  Sarah.Reagan@ssa.gov

Computer Systems Issues
Robert Foyles, Branch Chief
DIVES/Data Exchange Branch
Office of Earnings, Enumeration, and Administrative Systems
Office of Systems
Social Security Administration
3108 (3-C-3) Robert M. Ball Building
6401 Security Boulevard
Baltimore, MD  21235
Telephone:  (410) 966-0464
Fax:  (410) 966-3147
Email:  Robert.Foyles@ssa.gov

Systems Security
Michael G. Johnson, Director
Division of Compliance and Oversight
Office of Information Security
Office of Systems
XV. Integration

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 SSA benefit information to OPM’s third party match (disability annuitants, children survivor annuitants, and spousal survivor annuitants) made between SSA and OPM for the purposes described herein. There have been no representations, warranties, or promises made outside of this agreement. This agreement takes precedence over any other documents that may be in conflict with it.
XVI. Authorized Signatures

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

Social Security Administration

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

Kirsten J. Muncada
Chair, Data Integrity Board
Social Security Administration

Office of Personnel Management

Kenneth Zawodny, Jr.
Associate Director
Retirement Services
Office of Personnel Management

Donna K. Seymour, Chair
Data Integrity Board
Office of Personnel Management
APPENDIX A
DISABILITY ANNUITANTS

I. Purpose and Definitions

A. Purpose

SSA will match the OPM input file of retirees receiving a Federal Employees’ Retirement System (FERS) disability annuity against SSA’s databases to identify persons also receiving a disability insurance (DI) benefit under section 223 of the Social Security Act, 42 U.S.C. § 423, and provide the match results to OPM. OPM will use SSA’s data to administer the offset of DI benefits from payments to disability retirees under FERS. Under FERS, 5 U.S.C. § 8452(a)(2)(A), for any month in which an annuitant is entitled to both a FERS disability annuity and to a DI benefit, the FERS annuity will be computed as follows: the FERS disability annuity is reduced, for any month during the first year after the annuitant’s FERS disability annuity commences or is restored by 100% of the annuitant’s assumed Social Security DI benefits for such month, and, for any month occurring during a period other than the period described above, by 60% of the annuitant’s assumed Social Security DI benefit for such month.

B. Definitions

1. "SSA’s disability insurance benefits and payment date" is the payment date of the monthly Social Security DI benefit payment on the later of the FERS annuity’s effective date or Social Security DI benefit effective date. The information provided will be the monthly Social Security DI benefit (prior to any reduction for receipt of benefits from the U.S. Department of Labor's Office of Workers' Compensation Programs or railroad retirement benefits) and the date of the payment given (either the OPM date transmitted with the request or the SSA effective date), if later. OPM needs this information to know the amount to offset the FERS annuity and the date the offset should begin.

2. "Annuitant" means a person entitled to a FERS retirement.

3. "Beneficiary" means a person entitled to Social Security DI benefits.

4. "Disclosure" means the release of information (data) with or without the consent of the annuitant(s) to whom the information pertains.

II. Justification and Anticipated Results

A. Justification

OPM is required by law (see Article I.A. of this appendix) to reduce the FERS disability annuities of individuals receiving Social Security DI benefits. OPM must rely on the annuitant to report the correct amount of Social Security DI benefits. However, OPM has found that many beneficiaries fail to make reports or that the
information provided is inaccurate. Information from SSA is the most effective means available for verifying receipt and amount of Social Security DI benefits. The most cost effective and efficient way to obtain this information is via the computer transfer described in this agreement.

B. Anticipated Results

A 1993 OPM audit of the OPM FERS Division disability annuity rolls indicated that similar detection of Social Security DI benefits resulted in average savings per case of $4,583. This amount was adjusted to $6,990.00 to reflect the cost of living increases since that year. OPM projects a savings of $4,507,344 in overpayments if the matching operation is performed over the next 12 month period for this matching activity, based on FERS disability cases that require follow up. OPM’s projected operating costs for the match over the 12 months are $23,056. SSA does not expect any savings for any SSA programs to result from this matching program. SSA’s annual systems costs for this matching program are estimated to be not more than $10,912. The benefit-to-cost ratio exceeds 195 to 1.

The monthly requests will number an average 20,000 records.

III. Description of Matched Records

A. Systems of Records (SOR)

The SSA SORs applicable to this matching activity are as follows: the Master Files of Social Security Number (SSN) Holders and SSN Applications (Numident), (SSA/OEEAS) 60-0058, as published at 75 FR 82121 (December 29, 2010), as amended at 78 FR 40542 (July 5, 2013) and 79 FR 8780 (February 13, 2014); and the Master Beneficiary Record (MBR), (SSA/ORISIS) 60-0090, as published at 71 FR 1826, (January 11, 2006), as amended at 72 FR 69723 (December 10, 2007) and 78 FR 40542 (July 5, 2013). OPM’s SOR involved in this matching program is designated OPM/Central-1, Civil Service Retirement and Insurance Records. For records from OPM/Central-1, OPM published the notice of the SOR in the Federal Register at 64 FR 54930 (October 8, 1999), as amended at 73 FR 15013 (March 20, 2008).

B. Specified Data Elements

1. The OPM input record will contain the full name, SSN, date of birth, and necessary State Verification and Exchange System (SVES) indicator, as required to extract Title II data from SSA’s MBR via SVES.

2. SSA will verify the OPM input file SSNs using the Numident database, as well as match the requested input file against SSA’s MBR. SSA will provide Title II status and associated data from the MBR to OPM via SVES.

C. Number of Records
As frequently as daily, OPM will provide SSA, via the File Transfer Management System (FTMS), with the information necessary to identify those FERS disability annuitants in a pending status for whom OPM needs the payment information. The daily requests will number an average of 131. In addition, up to two times each month OPM will provide SSA with information identifying all disability annuitants in a pay status for whom OPM has no record of SSA payment. The monthly requests will number an average 18,644 records.

D. Frequency of Matching

This information exchange will occur daily. See Article XII of the main agreement for information regarding the projected duration of the agreement.
APPENDIX B
CHILDREN SURVIVOR ANNUITANTS

I. Purpose and Definitions

A. Purpose

SSA will match the OPM input file of Federal Employees’ Retirement System (FERS) child survivor annuitants against SSA’s databases to identify persons also receiving a Social Security child’s insurance benefit (CIB) under Title II of the Social Security Act, 42 U.S.C. § 401, et seq., and provide the match results to OPM. OPM will use SSA’s data to administer the offset of CIBs from survivor benefits payable to children of deceased FERS employees and annuitants. Under FERS, 5 U.S.C. § 8443(a), the total FERS survivor benefit payable to all children of the deceased employee or retiree should be reduced, as follows: the total amount of the FERS survivor benefit payable to the surviving children of a deceased FERS employee or retiree for any month is reduced by the total amount of any Social Security CIBs paid for such month based on the earnings of the same annuitant or retiree. OPM divides the payable FERS benefit equally among all eligible children, even if some are not eligible for Social Security CIBs.

B. Definitions

1. "Child’s Insurance Benefits" or "CIBs" are those benefits payable to children under section 202(d) of the Social Security Act, 42 U.S.C. § 402(d).

2. "Survivor Annuitant" means a person entitled to a FERS annuity.


4. "Disclosure" means the release of information (data) with or without the consent of the annuitant(s) to whom the information pertains.

II. Justification and Anticipated Results

A. Justification

OPM is required by law (see Section I.A. of this appendix) to offset the total FERS annuity benefit payable to all surviving eligible children of a deceased FERS employee or retiree by the total amount of any Social Security CIBs payable to the employee’s or retiree’s children based on the Social Security earnings of the deceased employee or retiree.

OPM must rely on the children's payees to report the correct amount of Social Security CIBs. However, OPM has found that many payees fail to make these reports in a timely fashion. OPM must delay payment until the information is documented on file. OPM relies on the annuity recipients to submit copies of documentation provided to them by SSA that verifies payments to children. OPM must then
interpret the various documents to determine the amount paid for all children in a case. The most cost effective and efficient way to obtain this information is via the computer transfer.

B. Anticipated Results

Many children under 18 who receive FERS child survivor annuities also receive Social Security CIBs. Therefore, OPM does not pay FERS annuity to a child survivor until verification of his or her SSA benefit is on file. No monetary savings related to the processing and collections of overpayments are anticipated to result from this matching program.

The savings will be realized in the time taken to document and authorize payments to FERS survivor annuitants and in the amount of time needed to obtain and interpret SSA information provided to OPM. These savings correlate to one hour per death claim at an average employee cost of $39. Savings of 2000 hours over 12 months are projected to be $78,000.

SSA does not expect any savings for any SSA programs to result from this matching program. SSA’s annual systems costs for this matching program are estimated to be not more than $18. The benefit-to-cost ratio exceeds 4116 to 1.

The daily requests will number an average of 12.

III. Description of Matched Records

A. Systems of Records (SOR)

The SSA SORs applicable to this matching activity are as follows: the Master Files of Social Security Number (SSN) Holders and SSN Applications (Numident), (SSA/OEEAS) 60-0058, as published at 75 FR 82121 (December 29, 2010), as amended at 78 FR 40542 (July 5, 2013) and 79 FR 8780 (February 13, 2014); and the Master Beneficiary Record (MBR), (SSA/ORSIS) 60-0090, as published at 71 FR 1826 (January 11, 2006), as amended at 72 FR 69723 (December 10, 2007) and 78 FR 40542 (July 5, 2013). OPM’s SOR involved in this matching program is designated OPM/Central-1, Civil Service Retirement and Insurance Records. For records from OPM/Central-1, OPM published the notice of the SOR in the Federal Register at 64 FR 54930 (October 8, 1999), as amended at 73 FR 15013 (March 20, 2008).

B. Specified Data Elements

1. The OPM input record will contain the full name, SSN, date of birth, and necessary State Verification and Exchange System (SVES) indicator, as required to extract Title II data from SSA’s MBR via SVES.

2. SSA will verify the OPM input file SSNs using the Numident database, as well as match the requested input file against SSA’s MBR. SSA will provide Title II
status and associated data from the MBR to OPM via SVES.

C. Number of Records

As frequently as daily, OPM will provide SSA, via File Transfer Management System (FTMS), with the information necessary to identify FERS annuitants in a pending status for whom OPM needs the payment information. The daily requests will number an average of eight.

D. Frequency of Matching

This information exchange will occur daily. See Article XII of the main agreement for information regarding the projected duration of the agreement.
APPENDIX C
SPOUSAL SURVIVOR ANNUITANTS

I. Purpose and Definitions

A. Purpose

SSA will match the OPM input file of surviving spouses who may be eligible to receive the Federal Employees’ Retirement System (FERS) Supplementary Annuity against SSA’s mother’s or father’s insurance benefit and/or disabled widow(er)’s insurance benefit records in SSA’s databases, and provide the match results to OPM. OPM will use SSA’s data to determine eligibility for the survivor supplement payment under FERS. If the surviving spouse is receiving one of the above-described Social Security benefits, he or she is not eligible to receive the FERS Supplementary Annuity.

5 U.S.C. § 8442(f) provides that a survivor who is entitled to a survivor’s annuity and who meets certain other statutory requirements is also entitled to a Supplementary Annuity. To be eligible to receive a supplementary annuity for a given month, the surviving spouse of a deceased FERS annuitant must be eligible for a FERS survivor annuity; be under age 60; be an annuitant who would be entitled to widow’s or widower’s insurance benefits under the requirements of section 202(e) or (f) of the Social Security Act, 42 U.S.C. § 402(e) and (f), based on the wages and self-employment income of the deceased annuity (determined as of the date of the annuitant’s death, as if the survivor had attained age 60); and otherwise satisfied necessary requirements for widow’s or widower’s insurance benefits. See 5 U.S.C. § 8442(f)(4)(B).

The annuitant must not be eligible for Social Security mother’s or father’s insurance benefits or disabled widow(er)’s insurance benefits based on the deceased annuitant’s wages and self-employment income.

B. Definitions

1. "Survivor Annuitant" means a person entitled to a FERS annuity.

2. "Beneficiary" means a person entitled to Social Security benefits.

3. "Disclosure" means the release of information (data) with or without the consent of the annuitant(s) to whom the information pertains.

II. Justification and Anticipated Results

A. Justification

OPM is required by law (see I.A. of this appendix) not to pay Supplementary Annuity benefits to any surviving spouse who is in receipt of a mother's or father's insurance benefits or disabled widow(er)’s insurance benefits.

OPM must rely on the survivor to report if he or she is receiving these benefits.
However, OPM has found that many survivors fail to make these reports or that the information provided is inaccurate. Information from SSA is the most effective means available for verifying receipt of the relevant Social Security benefits. The most cost effective and efficient way to obtain this information is via the computer transfer.

B. Anticipated Results

Many Supplementary Annuity benefits are authorized after the receipt of all supporting documentation. No monetary savings related to the processing and collections of overpayments are expected to result from this matching program.

The savings will be realized in the time taken to document and authorize payments to FERS survivor annuitants and in the amount of time needed to obtain and interpret SSA information provided to OPM. These savings correlate to one hour per death claim at an average employee cost of $39.00. Savings of 700 hours over 12 months are projected to be $27,300.

SSA does not expect any savings for any SSA programs to result from this matching program. SSA’s annual systems costs for this matching program are estimated to be not more than $18. The benefit-to-cost ratio exceeds 1516 to 1.

The daily requests will number an average of 4.

III. Description of the Matched Records

A. Systems of Records (SOR)

The SSA SORs applicable to this matching activity are as follows: the Master Files of Social Security Number (SSN) Holders and SSN Applications (Numident), (SSA/OEEAS) 60-0058, as published at 75 FR 82121 (December 29, 2010), as amended at 78 FR 40542 (July 5, 2013) and 79 FR 8780 (February 13, 2014); and the Master Beneficiary Record (MBR), (SSA/ORSIS) 60-0090, as published at 71 FR 1826 (January 11, 2006), as amended at 72 FR 69723 (December 10, 2007) and 78 FR 40542 (July 5, 2013). OPM’s SOR involved in this matching program is designated OPM/Central-1, Civil Service Retirement and Insurance Records. For records from OPM/Central-1, OPM published the notice of the SOR in the Federal Register at 64 FR 54930 (October 8, 1999), as amended at 73 FR 15013 (March 20, 2008).

B. Specified Data Elements

1. The OPM input record will contain the full name, SSN, date of birth, and necessary State Verification and Exchange System (SVES) indicator, as required to extract Title II data from SSA’s MBR via SVES.

2. SSA will verify the OPM input file SSNs using the Numident database, as well as match the requested input file against SSA’s MBR. SSA will provide Title II status and associated data from the MBR to OPM via SVES.
C. Number of Records

As frequently as daily, OPM will provide SSA, via the File Transfer Management System (FTMS), with the information necessary to identify those FERS survivor annuitants in a pending status for whom OPM needs the payment information. The daily requests will number an average of four.

D. Frequency of Matching

This information exchange will occur as frequently as daily. See Article XII of the main agreement for information regarding the projected duration of the agreement.