

**COMPUTER MATCHING AGREEMENT  
BETWEEN  
THE SOCIAL SECURITY ADMINISTRATION (SSA)  
AND  
THE U. S. DEPARTMENT OF EDUCATION (ED)  
Federal Student Aid (FSA)**

**Match #1100**

**I. Purpose**

This Computer Matching Agreement (CMA or Agreement) sets forth the terms, safeguards, and procedures under which the Social Security Administration (SSA) will disclose Medical Improvement Not Expected (MINE) disability data of beneficiaries and recipients under Title II and Title XVI of the Social Security Act (Act) to the Department of Education (ED), Federal Student Aid (FSA). ED will use the MINE disability data to contact individuals who have student loan debt and inform those individuals of the total and permanent disability (TPD) discharge process for individuals who have a student loan debt.

This computer matching program will assist ED in its obligation to ensure that borrowers with disabilities who have loans under Title IV of the Higher Education Act of 1965, as amended (HEA) (20 U.S.C. 1070 *et seq.*), more efficiently and effectively apply for TPD discharge of their student loans. ED will proactively send notices to student loan borrowers who are identified by SSA as disabled informing them that they may qualify for TPD discharge of their loans. The notices also will inform these borrowers that ED will accept the MINE data matched information in lieu of the submission of a MINE award letter with the borrower's TPD application, thereby making it easier for these borrowers to submit a TPD application to ED. If Title II and Title XVI disabled student loan borrowers do not apply for the TPD loan discharge, they may have to use their Social Security benefits to repay their student loan debt.

**II. Legal Authority**

This CMA 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 the regulations and guidance promulgated thereunder.

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

ED's legal authority to enter into this CMA and to disclose information under this CMA is section 437 of the HEA (20 U.S.C. § 1087(a)), the regulations promulgated pursuant to that section (34 C.F.R § 682.402(c)), and the Privacy Act (5 U.S.C. § 552a(b)(3)).

### **III. Definitions**

- A. "Borrower" means a person who has had a loan disbursed and is fully responsible to pay the loan and interest back to the holder, for financial assistance under applicable student loan programs administered under the authority of Title IV of the HEA (20 U.S.C. § 1070, et seq.).
- B. "Contractor and/or Agent" 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 CMA.
- C. "Title IV Loan" means a Federal Perkins Loan, William D. Ford Federal Direct Loan, Federal Family Education Loan (FFEL) Loan, and/or a Federal Insured Student Loan (FISL) Loan.

### **IV. Responsibilities of the Parties**

#### **A. ED's Responsibilities:**

- 1. ED will disclose to SSA the name, date of birth (DOB), and Social Security number (SSN) of individuals who owe a balance on one or more Title IV, HEA loans, or who have a loan written off due to default from the National Student Loan Data System (NSLDS) (18-11-06), last published in full on June 28, 2013 (78 FR 38963-38969) and last updated on April 2, 2014 (79 FR 18534-18536).
- 2. ED will use the information obtained from SSA only for purposes set forth in this CMA, which are to contact borrowers with disabilities and inform those individuals of the TPD process.
- 3. ED will request SSA verification only for those borrowers who have an outstanding loan balance on a Title IV Loan, or who have a loan written off due to default as identified in the NSLDS.
- 4. ED, as the recipient agency, will provide the appropriate Congressional committees and the Office of Information and Regulatory Affairs (OIRA) within Office of Management and Budget (OMB) with notice of this program and will publish in the Federal Register the required notice of a computer matching program.

#### **B. SSA's Responsibilities:**

- 1. SSA will compare the data provided by ED with SSA data recorded in the Disability Control File (DCF), which originate from the Supplemental Security Income Record and Special Veterans Benefits (SSR/SVB), 60-0103, published at 71 FR 1830 on January 11, 2006 and updated on December 10, 2007, published at 72 FR 69723, and the Master Beneficiary Record (MBR) SSA/ORSIS 60-0090,

published at 71 FR 1826 on January 11, 2006 and updated on December 10, 2007 at 72 FR 69723 and on July 5, 2013 at 78 FR 40542.

2. If SSA matches a record based on SSN, name, and DOB in the DCF and the medical data indicates MINE status, SSA will provide ED the SSN, name, DOB, and an indicator of “Y.” If SSA matches a record based on SSN, name, and DOB in the DCF and the medical data does not indicate MINE status, SSA will not return any information to ED concerning that record. If SSA matches a record based on SSN, but not on name or date of birth, SSA will return an “N” indicator to ED. If the SSN does not match any records contained in SSA’s systems of records, SSA will not return any information in the return file to ED. See the specified data elements described below in Article VI.B, for more detail.

## **V. Justification and Anticipated Results**

### **A. Justification:**

The HEA requires the Secretary of Education to discharge Federal student loans for borrowers who can demonstrate that they meet the statutory definition of being TPD. Under the regulations implementing this statutory provision, to establish their eligibility for a TPD loan discharge, borrowers may document that SSA has designated their condition as MINE. Sharing information on MINE status for Federal student loan borrowers would streamline the process for determining eligibility for this loan discharge, and for identifying and contacting borrowers who are eligible for the discharge, but have not applied to receive it. 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 CMA will reduce the time and administrative resources needed to review, and approve applications for a TPD loan discharge. In addition, ED anticipates that the matching program will support outreach efforts to borrowers who are eligible for the discharge, but have not applied to receive it. This outreach has the potential both to better fulfill the statutory intent of releasing TPD borrowers from their obligation to repay their loans and to reduce ED’s administrative costs by eliminating the need for ongoing loan servicing and collection efforts for these borrowers, who are often delinquent or in default due to their conditions. This method has been determined to be the most accurate and efficient means of accomplishing these purposes.

While there is no direct benefit from this matching program to SSA, the match will benefit SSA’s beneficiaries and recipients whose student loans are eligible for TPD discharge because those individuals will not be subject to offset of their SSA benefits to repay the student loans.

### **B. Anticipated Results:**

The match with SSA will streamline the discharge approval process, easing the burden on borrowers who otherwise would need to formally document their

eligibility. While we do not expect this change will have a significant impact on ED's operational costs for the TPD discharge application process, it will lessen the burden on disabled borrowers substantially. The match will allow ED to identify borrowers who are potentially eligible for a TPD discharge, but unaware of their status. This information will be used to enable more borrowers to take advantage of this statutory discharge.

SSA will not derive any benefit, direct or indirect, from this matching program. Assuming a 25 percent increase over ED's most recent annual TPD discharge data, the match would result in an additional 6,148 borrowers receiving a TPD discharge based on their SSA disability status in 2016. Discharging these loans in 2016 is estimated to reduce future servicing costs by \$1,051,308 (\$2.85 times 120 months times 3,074 borrowers) and to reduce debt collection costs by \$391,013 (\$1.06 times 120 months times 3,074 borrowers). The total estimated, avoided servicing and/or collection costs of \$1,442,321 over ten years outweigh the administrative costs of the matching program. (For additional information on the Cost Benefit Analysis, see Attachment A).

## **VI. Description of Matched Records**

### **A. Systems of Records:**

SSA will disclose to ED information from the "Supplemental Security Income Record and Special Veterans Benefits" system of records 60-0103, published on January 11, 2006 (71 FR 1830) and updated on December 10, 2007 (72 FR 69723), and the Master Beneficiary Record system of records 60-0090, published on January 11, 2006 (71 FR 1826) and updated on December 10, 2007 (72 FR 69723) and July 5, 2013 (78 FR 40542).

ED will disclose to SSA information from, and maintain information obtained from SSA in, its system of records entitled "National Student Loan Data System (NSLDS) (18-11-06)", as last published in the FR in full on June 28, 2013 (78 FR 38963) and last updated on April 2, 2014 (79 FR 18534).

SSA and ED have determined that their systems of records contain appropriate routine use disclosure authority and that the use is compatible with the purpose for which the information was collected. ED will notify all borrowers in writing who match the SSA with a MINE rating equal to Y by an acknowledgement or letter informing them that their information matched in accordance with Article VIII of this CMA.

### **B. Specified Data Elements:**

ED will transmit to SSA the name (last and first), DOB, and SSN for each borrower request. ED will send identifying information from the NSLDS database 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 matches a record based on SSN, name, and DOB in the DCF and the medical data indicates MINE status, SSA will provide ED the SSN, name, DOB and a “Y” indicator.
- If SSA matches a record based on SSN, name, and DOB in the DCF, but the medical data does not indicate MINE status, SSA will not return any information to ED.
- If SSA matches a record based on SSN, but not on name or DOB, SSA will return an “N” indicator to ED.
- If the SSN does not match any records contained in SSA’s SSR/SVB or MBR, SSA will not return any information to ED.

**C. Number of Records Involved:**

ED projects that it will send requests to SSA each quarter for matching 45 million individual identifiers for those borrowers who owe a balance on one or more Title IV Loans or who have a Title IV Loan written off due to default.

**D. Frequency of Matching:**

ED will transmit data to SSA via batch process on a quarterly basis. SSA will respond via a batch process within a week of receipt of the file.

**VII. Accuracy Assessments**

The disclosure of the MINE data which is used in part from the SSA’s SSR/SVB database is 91.4 percent accurate based on SSA’s Office of Quality Review “FY 2013 Title XVI Transaction Accuracy Review Report (August 19, 2014).”

NSLDS is a large repository of student grant and loan information. The data reported to NSLDS comes from multiple entities including other FSA systems, schools, guaranty agencies, and Federal loan servicers. Before data is loaded to NSLDS, it must go through a series of edit validations to ensure the data being reported meets the published reporting requirements. For all NSLDS data providers who reported for both 2012 and 2013, the combined edit pass rate was 96.11 percent and for all NSLDS data providers who reported for both 2013 and 2014, the combined edit pass rate was 95.78 percent. These passage rates are based on the NSLDS 2013 Annual Data Quality Report, Version 1.0, dated April 14, 2014 and NSLDS 2014 Annual Data Quality Report, Version 0.1 Draft, dated March 27, 2015, respectively, published by NSLDS.

### **VIII. Procedures for Individualized Notice**

ED will publish in the FR a notice describing the computer matching program, as required by the Privacy Act. ED will also submit notice of the matching program to the OIRA within OMB and to appropriate Congressional committees, as required by the Privacy Act and implementing OMB guidance. ED will ensure that, each applicant for, or recipient of, applicable Title IV program assistance is provided with individual notice that information provided on his or her application is subject to verification through computer matching programs. ED will send all borrowers who match the SSA data an acknowledgement or letter informing them that their information matched.

Not all applicants/beneficiaries for Title IV, HEA assistance apply for, or are in receipt of, SSA program benefits such as Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI) 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**

Once a borrower who is receiving SSI or SSDI disability payments is identified by SSA as having a disability status of MINE, ED will contact individuals who have student loan debt and inform those individuals of the TPD discharge process for individuals who have a student loan debt.

ED will accept SSA's award letter with a MINE designation as evidence of TPD, rather than requiring a physician's certification.

ED cannot discharge a loan, which may have tax consequences for the borrower, until/unless the borrower officially requests the discharge by completing a TPD loan discharge application.

If a borrower is not identified by SSA as having a MINE status, the borrower still will have the option to submit a TPD loan discharge application and provide the required physician's certification in order to determine his or her eligibility for a TPD.

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

A. ED will retain all records received from SSA data file(s) with identifiable information for 15 years after final repayment or discharge, or audit of student financial obligation, in accordance with the requirements of ED's 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. SSA will automatically delete the ED input records upon processing completion and transmission of output records to ED and will record an indicator that the query was received and processed for auditing purposes.

## **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 information provided by SSA will be used within ED only to the extent necessary to achieve the purpose of notifying borrowers of potential disability discharge as stated herein and will not be used to extract information concerning individuals therein for any purpose not specified in this CMA.
  - 2. 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.
  - 3. ED will not use the SSA files to extract information about non-matched individuals for any purpose.
  - 4. ED will, in its contractual relationship with each contractor and/or agent, obtain the contractor's and/or agent's written agreement that it will abide by all of the use and redislosure restrictions and security requirements in this CMA.
  - 5. ED will identify and provide, upon request, a current list of contractors' and agents' employees who will have access to the information ED obtains through this CMA. 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 will certify, via a written communication on ED letterhead, to SSA that these contractors and/or agents are acting on behalf of ED to administer or assist in administering the FSA programs. ED agrees that its contractors and/or agents will, upon request, provide a list of employees who no longer have access to the information under this CMA.
  - 6. ED employees and contractors and/or agents under contract with ED who access, disclose, or use the information obtained pursuant to this CMA in a manner or for a purpose not authorized by this CMA 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 TPD 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 name, DOB, and SSN data provided by ED:
1. The data provided by ED remains the property of ED and will be destroyed by SSA when no longer needed to provide information to ED.
  2. The information supplied by ED will be used within SSA only for the purposes of, and to the extent necessary in, the administration of the TPD loan discharge program covered by this CMA.
  3. Other than for the purposes of this CMA, SSA will not store or create additional files of ED information. SSA will only mark a matching record where the name, SSN, DOB, and MINE data matched.
  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. SSA will be permitted to duplicate records only where the name, DOB, SSN, and MINE data matched the information provided by ED for the sole purpose of backing up SSA's system containing the data.
  6. SSA will obtain from any contractor or agent that has access to ED's data a written agreement that it will abide by all of the use and redisclosure restrictions and security requirements in this CMA.
  7. SSA will identify and provide, upon request, a current list of contractors' and agents' employees, who will have access to the information SSA obtains through this CMA. 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 will certify, via a written communication on SSA letterhead, to ED that these contractors and/or agents are acting on behalf of SSA to administer or assist in administering the Act programs. SSA agrees that its contractors and/or agents will, upon request, provide a list of employees who no longer have access to the information under this CMA.
  8. SSA employees and contractors and/or agents under contract with SSA who access, disclose, or use the information obtained pursuant to this CMA in a

manner or for a purpose not authorized by this CMA 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 of 2002, 44 U.S.C. 3541-3549, as amended by the Federal Information Security Modernization Act of 2014 (Pub. L. 113-283) (FISMA), 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); the Privacy Act; National Institute of Standards and Technology (NIST) directives; and the Federal Acquisition Regulations (FAR), including any applicable amendments published after the effective date of this CMA. 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 CMA.

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:**

Upon detection of a security incident or PII breach related to this CMA, the agency experiencing the incident will promptly notify the other agency’s System Security Contact(s) named in this CMA. SSA will promptly notify the following FSA contacts in the order listed, until a successful notification has been made: National Student Loan Data System Owner’s Primary Representative or National Student Loan Data System Information System Security Officer (ISSO).

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](mailto:EDCIRC@ed.gov): 202-245-6550

If either SSA or ED experience a loss of PII provided by either agency under the terms of this CMA, SSA or ED 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 will notify the security contact(s) named in this CMA as soon as possible, but no later than one hour after the discovery of a breach involving PII. The agency that experienced the incident will be responsible for following its established procedures, including notifying the proper organizations (e.g., United State Computer Emergency Readiness Team (US-CERT), the ISSOs and other contacts listed in this document), conducting a breach and risk analysis, and making a determination of the need for notice and/or remediation to individuals affected by the loss. If the agency’s analysis indicates that an individual notice and/or remediation is appropriate, the agency that experienced the incident will be responsible for providing such notice and/or remediation without cost to the other agency.

**B. 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 CMA. 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.

**C. 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.

**D. 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.

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

**F. 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 CMA.

**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 CMA.

**XIV. Reimbursement**

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

This CMA 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 ED 7600A, 7600B and SSA 1235. Accordingly, executed ED 7600A, 7600B and SSA1235 provide authorization for SSA to incur obligations by performing services under this CMA only on a FY (October 1 through September 30) or partial FY basis coinciding with the initial duration and the renewal of this CMA. Accordingly, executed ED7600A, 7600B and SSA 1235 provide authorization for SSA to perform services under this CMA in FY 2016. Since SSA's performance under this CMA spans multiple FYs, the parties will sign another SSA-1235 and ED-7600A and 7600B 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 or invoice and all original supporting documentation will be emailed to the FSA 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 CMA.

Each party to this CMA 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. If, because of any errors in information provided to

ED or loss or destruction of data that is attributable to SSA, SSA must re-perform services, then 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 life of this CMA is estimated to cover the 18-month period from November 30, 2015, through May 29, 2017. However, the effective date of this CMA and the date when the match may begin shall be whichever date is the latest of the following three dates: (1) the date of the last signatory to this CMA as set forth in Article XIX, below; (2) at the expiration of the 30-day public comment period following ED's publication of notice of this matching program in the Federal Register; or (3) at the expiration of the 40 day period following ED's transmittal of a report concerning the matching program to OMB and 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 CMA will be in effect for an initial period of 18 months.

### **C. Renewal:**

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

1. The matching program will continue to be conducted without change; and
2. FSA and SSA certify to their respective DIBs that they have conducted the matching program in compliance with this 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 expiration of the CMA.

### **D. Modification:**

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

If ED cancels the agreement, 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 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 CMA; or
3. Has reason to believe that the other party has breached the terms of this CMA 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 CMA. 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 CMA. If either party suspends the Agreement in accordance with this section, there will be an indefinite suspension of the CMA until a definite determination has been made regarding whether there has been a breach.

**XVI. Dispute Resolution**

Disputes related to this CMA shall 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](mailto: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](mailto:Rona.Barrash@ssa.gov)

Computer Systems Issues

Alan Elkin, Branch Chief  
Disability Control Branch  
Division of Title II Control & Queries  
Office of Retirement and Survivors Insurance Systems  
Social Security Administration  
6401 Security Boulevard, 4-A-6 Robert M. Ball Building  
Baltimore, MD 21235-6401  
Telephone: (410) 965-8050/ Fax: (410) 966-5272  
Email: [Alan.Elkin@ssa.gov](mailto:Alan.Elkin@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) 597597-0845  
Email: [Michael.G.Johnson@ssa.gov](mailto:Michael.G.Johnson@ssa.gov)

Financial Issues

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

**B. ED Contacts:**Matching Agreement Issues

John Kane  
U.S. Department of Education  
Federal Student Aid  
830 First Street, NE.  
Washington, DC 20202-5454  
Telephone: (202) 377-4607  
Email: [John.Kane@ed.gov](mailto:John.Kane@ed.gov)

Computer Security Issues

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

Systems Security Issues

Dev Nayak, System Owner's Primary Representative  
Business Technical Lead, NSLDS  
U.S. Department of Education  
Federal Student Aid, Business Operations  
830 First Street, NE  
UCP-41D2  
Washington, DC 20202  
Telephone: (202) 377-4036  
Email: [Dev.Nayak@ed.gov](mailto:Dev.Nayak@ed.gov)

Barbara Cobbs, ISSO  
NSLDS  
U.S. Department of Education  
Federal Student Aid, Business Operations  
830 First Street, NE  
UCP- 43B5  
Washington, DC 20202  
Telephone: (202) 377-3555  
Email: [Barbara.Cobbs@ed.gov](mailto:Barbara.Cobbs@ed.gov)

Billing Financial Issues

ED Finance Office  
Eugene Park  
Director, FSA Administration  
830 First Street, NE

UCP 54C2  
Washington, DC 20202  
Telephone: (202) 377-4658  
Email: [Eugene.Park@ed.gov](mailto:Eugene.Park@ed.gov)

Program Contact

Lisa Oldre, Management and Program Analyst  
Operations Services Division  
U.S. Department of Education  
Federal Student Aid  
830 First Street, NE.  
Washington, DC 20202-5454  
Telephone: (202) 377-3249  
Email: [Lisa.Oldre@ed.gov](mailto:Lisa.Oldre@ed.gov)

**XVIII. Integration**

This CMA, including Attachment A, and the accompanying Forms SSA-1235, ED 7600A, and ED 7600B constitute the entire Agreement of the parties with respect to its subject matter and supersede all other data exchange agreements made between SSA and ED that pertain to the disclosure of the specified SSA data for the purposes described in this CMA. SSA and ED have made no representations, warranties, or promises outside of this Agreement. This CMA takes precedence over any other agreements that may be in conflict with it.

**XIX. Authorized Signatures**

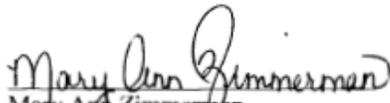
The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this CMA.

**SOCIAL SECURITY ADMINISTRATION**

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

10/23/15  
 Date

SSA's DIB has reviewed and approves this CMA. 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.

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

10/29/15  
 Date

**U. S. DEPARTMENT OF EDUCATION**

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

10/21/2015  
 Date

ED's DIB has reviewed and approves this CMA. 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

10/30/2015  
 Date

Attachment:  
 Attachment A: Cost Benefit Analysis

**Attachment A**  
**COST BENEFIT ANALYSIS – COMPUTER MATCHING PROGRAM**

This Cost Benefit Analysis measures costs and benefits associated with matching Social Security Administration (SSA) and the U.S. Department of Education (ED) records. More specifically, names, date of birth, and Social Security numbers of Federal student loan borrowers under Title IV of the Higher Education Act of 1965, as amended (HEA) will be submitted by ED to SSA, which will then return information on borrowers who have received a disability designation of Medical Improvement Not Expected (MINE) under the Social Security Act (Act), Title II Federal Old-Age, Survivors and Disability Insurance Benefits (42 U.S.C §§ 401-434) and Title XVI Supplemental Income for the Aged, Blind and Disabled (42 U.S.C §§ 1381-1383f). ED will use the MINE disability data to identify and reach out to borrowers who could be eligible for a total and permanent disability (TPD) loan discharge, as well as to expedite the processing of TPD applications.

**Analytical Data and Assumptions**

The costs of this computer matching program consist of processing costs at SSA to produce the match, and management, documentation, tracking activities, and certain fixed costs (supplies, phone, postage, etc.). It is assumed that one (1) analyst—listed as the Operational Subject Matter Expert (SME) in the table below—will spend approximately ten (10) percent of his/her time on work related to this computer matching program. This evaluation is based on other, similar matches performed during fiscal year (FY) 2014.

**A. ADMINISTRATIVE COSTS**

- I. FY 2016 SSA PROCESSING COSTS: \$37,500
- II. FY 2016 ED STAFF COSTS: \$19,832

<b>STAFF</b>	<b>HOURS/YEAR</b>	<b>RATE</b>	<b>TOTAL</b>
System Security Officer	16	\$42	\$672
Operational SME	210	\$46	\$9,660
Operational Manager	12	\$64	\$768
FSA Contracts	50	\$50	\$2,500
FSA Contracts	50	\$36	\$1,800
OCIO/IA	24	\$54	\$1,296
OCIO	5	\$64	\$320
Office of General Counsel	44	\$64	\$2,816
<b>TOTAL</b>			<b>\$19,832</b>

**TOTAL ADMINISTRATIVE COSTS: \$57,332**

**B. BENEFITS**

Under the student loan programs authorized under Title IV of the HEA, borrowers are eligible to have their loans discharged if they are determined to be totally and permanently disabled. Under the current process, 24,592 TPD discharges were approved based on a borrower's SSA disability status between September 1, 2014, and August 31, 2015. The proposed match with SSA will streamline the discharge approval process, easing the burden on borrowers who otherwise need to formally document their eligibility through the provision of SSA disability determinations or doctor's certifications. While we do not expect this change will have a significant impact on ED's operational costs for the TPD discharge application process, it will lessen the burden on disabled borrowers substantially, as the process for obtaining documentation materials to certify their eligibility from SSA regional offices can be difficult and time-consuming.

In addition, the match will allow ED to identify borrowers who are potentially eligible for a TPD discharge, but unaware of their status. This information will be used to inform outreach efforts that will increase awareness of the TPD discharge program and enable more borrowers to take advantage of this statutory discharge. In the absence of the SSA data, we do not have a basis for estimating the size of the potentially eligible borrower population; if we assume a 25 percent increase over our most recent annual TPD discharge data, the match would result in an additional 6,148 borrowers receiving a TPD discharge based on their SSA disability status in 2016. The average discharge during 2015 was \$33,619. Multiplying this figure by the estimated increase in the number of TPD discharges results in anticipated additional discharge costs of \$206,689,612. Because borrowers qualifying for a TPD discharge are highly unlikely to have sufficient income to successfully repay their loans, in virtually all cases the additional loans discharged as a result of a match would otherwise either default or be forgiven under an income-driven repayment (IDR) plan. As a result, the additional amounts discharged via TPD do not represent new costs, but rather a shift of anticipated costs from one category to another.

In addition, a TPD discharge is preferable for the government to either a default or IDR-related forgiveness as it will eliminate years of servicing and/or collection costs on loans for which payments are not being made and cannot reasonably be expected to be made. Under ED contracts as of September 2015, loan servicers receive \$2.85 a month for a borrower in repayment and current, even if that borrower is making a \$0 payment under an IDR plan. Under the contract in place in September 2015, the vendor operating the Debt Management and Collection System receives \$1.06 a month for each defaulted borrower maintained on the system, regardless of whether payments are being made. If we assume the additional 6,184 borrowers estimated to receive TPD discharges are split evenly between the servicing and collection systems and would remain active an average of 10 years—the standard budget scoring window—before being forgiven or written off as uncollectable, discharging these loans in 2015 would reduce future servicing costs by \$1,051,308 (\$2.85 times 120 months times 3,074 borrowers) and reduce debt collection costs by \$391,013 (\$1.06 times 120 months times 3,074 borrowers). The total avoided servicing and/or

collection cost of \$1,442,321 over ten years far outweighs the administrative costs of the matching agreement. (This amount would change if the match is more or less successful than assumed in increasing the number of TPD discharges, or if the future terms of the servicing and collection contracts differ from those reflected in this analysis.)

**C. COST/BENEFIT RATIO**

For the purposes of the cost/benefit ratio, the benefit calculation is limited to the estimated servicing and collection costs avoided as a result of the match (\$1,442,321 divided by 10 years).

<u>TOTAL ANNUAL COSTS</u>	<u>\$57,332</u>
AVERAGE ANNUAL BENEFITS	\$144,232
Cost to Benefit Ratio for ED	0.40