

**COMPUTER MATCHING AGREEMENT
BETWEEN
THE SOCIAL SECURITY ADMINISTRATION
AND
THE BUREAU OF THE FISCAL SERVICE
DEPARTMENT OF THE TREASURY
(Match 1304)**

I. Purpose

This computer matching agreement (agreement) between the Social Security Administration (SSA) and the Bureau of the Fiscal Service, Department of the Treasury (Fiscal Service) sets forth the terms, conditions, and safeguards under which Fiscal Service will disclose ownership of Savings Securities data to SSA. This disclosure will provide SSA with information necessary to verify an individual's self-certification of his or her financial status to determine eligibility for low-income subsidy assistance (Extra Help) in the Medicare Part D prescription drug benefit program established under the Medicare Prescription Drug, Improvement, and Modernization Act of 2003 (Pub. L. No. 108-173).

This agreement does not relate to or in any way change any other data exchange agreement between Fiscal Service and SSA. This agreement is separate and distinct for the purpose described herein.

II. Legal Authority

Section 1860D-14 of the Social Security Act (Act) (42 U.S.C. § 1395w-114) requires SSA to verify the eligibility of an individual who seeks to be considered as an Extra Help eligible individual under the Medicare Part D prescription drug benefit program and who self-certifies his or her income, resources, and family size.

Fiscal Service and SSA execute this agreement 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.

III. Definitions

1. "Savings Securities" means Series E, EE, or I United States Savings Securities including both paperless book entry securities and paper U.S. savings bonds.
2. "Medicare Part D" means a voluntary prescription drug benefit program for all individuals eligible for Medicare Part A, Part B, or both, under which the individuals would pay a monthly premium for coverage, deductibles, and co-payments to help purchase covered prescription drugs.
3. "Savings security alert" means documents (alerts) generated for matched records when the match detects ownership of savings security instruments.

4. “Definitive records” means the actual securities issued in engraved or printed (paper/card) physical form; sometimes called “live” bonds.
5. “Book entry records” means a security maintained as a computer record (rather than in paper form) on the records of a bank or Fiscal Service.
6. “Return date of the finder file” means the year and the month used to calculate the redemption value of securities on the finder file.
7. “Extra Help” means the low-income subsidy assistance Medicare beneficiaries receive under the Medicare Part D prescription drug program if they have limited income and resources. SSA certifies to the Department of Health and Human Services that an individual can receive Extra Help to pay for Medicare Part D prescription drug costs such as monthly premiums, annual deductibles, and prescription co-payments.

IV. Responsibilities of the Parties

A. SSA

1. The Office of Privacy and Disclosure is the responsible component for SSA.
2. SSA 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.
3. SSA will provide to Fiscal Service, via a finder file, the Social Security number (SSN) of each individual for whom SSA requests Savings Securities information.
4. SSA will use Fiscal Service’s data to determine certain individuals’ eligibility for Extra Help.

B. Fiscal Service

1. Retail Security Services is the responsible component for Fiscal Service.
2. Fiscal Service will process the finder file of SSNs and, if there is a match, disclose ownership of Savings Securities to SSA for each individual requested.

V. Justification and Anticipated Results

A. Justification

SSA is required to determine, on a pre-enrollment basis, the potential eligibility of Extra Help applicants for the Medicare Part D prescription drug benefit program. Applicants are only required to make attestations under penalty of perjury. SSA is responsible for verifying all claims of income and resources.

Both parties to this agreement have determined that a computer matching program is the most efficient, expeditious, and effective means of obtaining and processing the income and resource information required to determine, on a pre-enrollment basis, an individual's eligibility for Extra Help. SSA uses this information to verify an individual's certified statement of income and resources. The matching program will result in cost-savings for SSA, reduce the enrollment burden on Medicare beneficiaries, and expedite the enrollment process. Conducting the verification of individuals' self-certified financial status using results of computer matching is believed to be the most efficient and comprehensive method of collecting and comparing this information. SSA cannot accomplish the same purpose with the same degree of efficiency with any other available administrative activity.

B. Anticipated Results

Based upon the evaluation of the matching activities for fiscal year (FY) 2019, SSA reduced its workload by 31,691 manual verifications due to this computer match, resulting in an estimated savings of \$1,055,797. SSA estimates that the total cost of matching with Fiscal Service in FY 2019 was \$25,338. The benefit-to-cost ratio for this matching operation is 41.7:1. See Attachment 1 for the full Cost Benefit Analysis.

VI. Description of Records to be Matched

A. Specified Data Elements for Definitive Records

1. SSA will disclose to Fiscal Service a finder file with the SSN for each individual for whom SSA requests Savings Securities ownership information.
2. When a match occurs on an SSN, Fiscal Service will disclose the following to SSA:
 - a. the denomination of the security;
 - b. the serial number;
 - c. the series;
 - d. the issue date of the security;
 - e. the current redemption value; and
 - f. the return date of the finder file.

B. Specified Data Elements for Book Entry Records:

1. SSA will disclose to Fiscal Service a finder file with the SSN, in the format specified in Attachment 2 of this agreement, for each individual for whom they request Savings Securities registration information. Fiscal Service bases the query on the SSN associated with the account and reports any subsequent account holdings.
2. When a match occurs on an SSN, Fiscal Service will disclose the following:
 - a. the purchase amount;

- b. the account number and confirmation number;
- c. the series;
- d. the issue date of the security;
- e. the current redemption value; and
- f. the return date of the finder file.

C. Systems of Records (SOR)

SSA will disclose to Fiscal Service a finder file consisting of SSNs extracted from SSA's Medicare Database (MDB) File System, 60-0321, fully published at 71 Fed. Reg. 42159 (July 25, 2006), as amended at 72 Fed. Reg. 69723 (December 10, 2007) and 83 Fed. Reg. 54969 (November 1, 2018). The MDB File System is a repository of Medicare applicant and beneficiary information related to Medicare Part A, Part B, Medicare Advantage Part C, and Medicare Part D.

Fiscal Service will match the SSNs from SSA's finder file with the SSNs in Fiscal Service system of records notice .014 (United States Securities and Access), fully published at 85 Fed. Reg. 11776 (February 27, 2020). System of records notice .014 (United States Securities and Access) is derived from legacy BPD systems of records notices .002 (United States Savings-Type Securities), .003 (United States Securities (Other than Savings-Type Securities)), and .008 (Retail Treasury Securities Access Application). Fiscal Service will return the formatted comparison file to SSA as indicated in Attachment 2.

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

D. Number of Records

The number of people who file for Extra Help determines the number of records matched each year. Fiscal Service will perform the automated matching with its computer systems and provide the response file to SSA no later than five (5) business days from the date Fiscal Service receives SSA's finder file. This agreement covers the following matches:

1. Screening for Potential Recipients:

This screening will involve an ongoing weekly match with file sizes varying from 13,000 to 150,000 records containing applicants and those recipients who notify SSA of a change.

2. Screening to Confirm Eligibility:

SSA and Fiscal Service perform an ongoing yearly match of approximately two million recipients to confirm eligibility of individuals receiving Medicare Part D subsidies. The agencies accomplish this match by substituting the yearly master file for one of the ongoing weekly files, not a separate submission.

VII. Accuracy Assessments

Upon automated data entry, Fiscal Service computer systems edit SSNs for proper format and accuracy. However, Fiscal Service has no way to validate that SSNs on its registration records belong to the first-named owners of Savings Securities. SSA will follow the verification procedures described in Section IX of this agreement. The SSA Enumeration System used for SSN matching is 100 percent accurate based on SSA's Office of Analytics, Review, and Oversight ("FY 2018 Enumeration Accuracy Review Report, April 2019").

VIII. Procedure for Individualized Notice

SSA will provide direct notice, in writing, to all individuals at the time of their application for Medicare benefits that SSA will conduct matching programs to verify eligibility. SSA periodically provides similar notices to all recipients of Medicare benefits at least once during the life of the matching program. SSA will also publish a notice of this matching program in the Federal Register, in accordance with the requirements of the Privacy Act and OMB guidelines.

IX. Verification Procedure and Opportunity to Contest

A. SSA will take no adverse action regarding individuals identified through this matching process solely based on the information received from Fiscal Service. SSA will provide a written, Pre-Decisional Notice (for initial Extra Help applications) or Notice of Planned Action (for redeterminations) to each individual for whom SSA decides such adverse action is necessary. The notice will inform the individual of the match findings and provide the following information:

1. SSA has received information from Fiscal Service pertaining to ownership of Savings Securities that will have an adverse effect on the individual's eligibility for Extra Help;
2. The effective date of any adjustment;
3. The individual has 10 days from the date of the notice to contest any adverse decision and submit evidence, if required, to support a decision that full or partial subsidy should be awarded before SSA takes any adverse action because of the comparison information; and
4. Unless the individual responds to contest the proposed adverse action in the required 10-day time period, SSA will conclude that the data provided by Fiscal Service is correct, and will make the necessary determination of eligibility for Extra Help. SSA permits further appeals of adverse actions as described in applicable instructions and regulations.

B. If the applicant disputes the evidence, SSA will obtain a signed authorization from the Extra Help applicant for release of Fiscal Service's records and will contact Fiscal

Service through the SSA field office in Minneapolis, Minnesota. SSA advises other field offices not to contact Fiscal Service directly or refer individuals to Fiscal Service. Additionally, SSA will ensure that:

1. The authorization form sent to Fiscal Service bears the individual's signature;
 2. If a representative payee signs an authorization, SSA will annotate the authorization to indicate that SSA reviewed its records and the signatory is a valid representative payee; and
 3. SSA will not release copies of the savings security alert to individuals unless Fiscal Service or the applicant has verified ownership.
- C. If Fiscal Service's records indicate that the individual's name appears on the security, Fiscal Service will provide a listing of all bonds registered in the individual's name. If the individual's name is not on Fiscal Service's records, Fiscal Service will indicate that it has no record for the individual and provide that indicator to SSA. SSA will take no further action with respect to security ownership if Fiscal Service indicates the individual has no record.

X. Procedures for Retention and Timely Destruction of Identifiable Records

SSA and Fiscal Service will retain the electronic files received from the other agency only for the period required for any processing related to the matching program and will then return the files to the other agency or destroy them by means of electronic purging, unless the other agency is required to retain the information in order to meet evidentiary requirements. In case of such retention for evidentiary requirements, SSA or Fiscal Service will retire the retained data in accordance with the applicable Federal Records Retention Schedules (44 U.S.C. § 3303a). Fiscal Service may retain one copy of the information provided to SSA as Fiscal Service's record of disclosure as required by section 552a(c) of the Privacy Act. The agencies will not create permanent files or separate systems comprised solely of the data provided by the other agency.

XI. Security Procedures

SSA and Fiscal Service 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) and Memorandum M-17-12, *Preparing for and Responding to a Breach of Personally Identifiable Information* (January 3, 2017); 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 subsequently 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. Loss Reporting

If either SSA or Fiscal Service experiences an incident involving the loss or breach of PII provided by SSA or Fiscal Service under the terms of this agreement, they will follow the incident reporting guidelines issued by OMB. In the event of a reportable incident under OMB guidance involving PII, the agency experiencing the incident is responsible for following its established procedures, including notification to the proper organizations (e.g., United States Computer Emergency Readiness Team and 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 Fiscal Service is unable to speak with the SSA Information Security Contact within one hour or if for some other reason notifying the SSA Information Security Contact is not practicable (e.g., it is outside of the normal business hours), Fiscal Service will call SSA's National Network Service Center toll free at 1-877-697-4889. If SSA is unable to speak with Fiscal Service's Securities Systems Contact within one hour, SSA will contact Fiscal Service's security at (304) 480-7777.

B. Breach Notification

SSA and Fiscal Service will follow PII breach notification policies and related procedures issued by OMB. If the agency that experienced the breach determines 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 Fiscal Service will restrict access to the data matched and to any data created by the match to only those 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 Fiscal Service 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 Fiscal Service 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 Fiscal Service will establish appropriate safeguards for such data, as determined by a risk-based assessment of the circumstances involved.

E. Technical Safeguards

SSA and Fiscal Service 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 Fiscal Service 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 Fiscal Service 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 Fiscal Service will comply with these guidelines and any subsequent revisions.

G. Security Assessments

NIST Special Publication 800-37, as revised, encourages agencies to accept each other's security assessments in order to reuse information system resources and/or to accept each other's assessed security posture in order to share information. NIST 800-37 further encourages that this type of reciprocity is best achieved when agencies are transparent and make available sufficient evidence regarding the security state of an information system so that an authorizing official from another organization can use that evidence to make credible, risk-based decisions regarding the operation and use of that system or the information it processes, stores, or transmits. Consistent with that guidance, the parties agree to make available to each other upon request system security evidence for the purpose of making risk-based decisions. Requests for this information may be made by either party at any time throughout the duration or any extension of this agreement.

XII. Records Use, Duplication, and Rediscovery Restrictions

SSA and Fiscal Service 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. SSA and Fiscal Service will use and access the data only for the purpose described in this agreement.
- B. SSA and Fiscal Service will not use the data to extract information concerning individuals therein for any purpose not specified in this agreement.

- C. SSA and Fiscal Service will not create a permanent separate file or system of records consisting solely of information concerning those individuals who are involved in this specific match.
- D. SSA and Fiscal Service 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 law. SSA and Fiscal Service 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.

XIII. Comptroller General Access

The Government Accountability Office (Comptroller General) may have access to all Fiscal Service and SSA data it deems necessary, in order to monitor or verify compliance with this agreement.

XIV. Reimbursement

All work performed by Fiscal Service in accordance with this agreement will be performed on a reimbursable basis. Fiscal Service bases the billing on the actual cost of providing data to SSA. Billing will be at least quarterly, and may be monthly during the last quarter of the FY. Actual costs may be higher or lower than the estimate. SSA will transfer funds to Fiscal Service, in the form of progress or periodic payments, on at least a quarterly basis, for FY 2021 to support Fiscal Service's activities under this agreement. Transfers of funds will be by means of the Intra-Governmental Payment and Collection (IPAC) system. Fiscal Service will cite the SSA Intra-Agency Agreement number on all IPAC submissions.

At least quarterly, but no later than 30 days after an accountable event, Fiscal Service must provide SSA with a performance report (e.g., billing statement) that details all work performed to date. Additionally, at least quarterly, the parties will reconcile balances related to revenue and expenses for work performed under the agreement. Both agencies must sign Fiscal Service Forms FS-7600A and FS-7600B prior to the initiation of any services of this agreement. Since the cost of services provided to SSA under this agreement spans multiple FYs, SSA will prepare and execute Fiscal Service Forms FS-7600A and FS-7600B at the beginning of each succeeding FY during which SSA will incur costs for the performance of services provided as described herein. The parties will sign such forms on or before the commencement of the FY. Both parties must approve modifications of Fiscal Service Forms FS-7600A and FS-7600B if actual costs exceed the estimated cost. SSA's incurring of costs for FYs beyond 2021 is subject to the availability of funds.

XV. Duration, Modification, and Termination of the Agreement

A. Effective Date

The effective date of this agreement is April 2, 2021, provided that SSA 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 SSA 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 Treasury and SSA may, within 3 months prior to the expiration of this agreement, renew this agreement for a period not to exceed 12 months if Fiscal Service and SSA can certify to their respective DIBs that:

1. the matching program will be conducted without change; and
2. Fiscal Service and SSA conducted the matching program in compliance with the original agreement.

If either agency does not want to continue this program, that agency must notify the other agency of its intention not to continue at least 90 days before the end of the period of the agreement.

D. Modification

The agencies may modify this agreement at any time by a written modification, agreed to by both agencies and approved by the DIB of each agency.

E. Termination

The agencies may terminate this agreement at any time with the consent of both agencies. Either agency may unilaterally terminate this agreement upon written notice to the other agency 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.

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

1. determines that Fiscal Service has used or disclosed the information in an unauthorized manner;

2. determines that Fiscal Service has violated or failed to follow the terms of this agreement; or
3. has reason to believe that Fiscal Service 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 will not accept responsibility for reimbursement of late fees or other costs incurred due to the negligence of the servicing agency in complying with its obligations to third party contractors.

XVII. Dispute Resolution

Disputes relating to this agreement will be resolved in accordance with instructions provided in the Treasury Financial Manual, Volume I, Part 2, Chapter 4700, Appendix 6, *Intergovernmental Transaction Guide*.

XVIII. Persons to Contact

A. The Fiscal Service contacts are:

1. Program Issues - Office of Retail Securities Services

Christopher Harbour
Director, Division of Program Support
Retail Securities Services
200 Third Street, 5094
Parkersburg, WV 26101-5312
Telephone: (304) 480-5131/Fax: (304) 480-7415
Email: Christopher.Harbour@fiscal.treasury.gov

Jason Thorn
Program Analyst
Division of Program Support
Retail Securities Services
Bureau of Fiscal Service
200 Third Street, 5070A
Parkersburg, WV 26101-5312
Telephone: (304) 480-8765/Fax: (304) 480-7415
Email: Jason.Thorn@fiscal.treasury.gov

Larry Coon
Program Analyst
Division of Program Support
Retail Securities Services

Bureau of Fiscal Service
200 Third Street, 5069B
Parkersburg, WV 26101-5312
Telephone: (304) 480-6609/Fax: (304) 480-7415
Email: Larry.Coon@fiscal.treasury.gov

Don Menarchek
Financial Systems Analyst
Division of Technology Services
Retail Securities Services
Bureau of the Fiscal Service
200 Third Street, 4057D
Parkersburg, WV 26106-1328
Telephone: (304) 480-8554/Fax: (304) 480-8575
Email: Don.Menarchek@fiscal.treasury.gov

2. Privacy Act/Computer Matching Act

David Ambrose
Chief Privacy Officer
Bureau of the Fiscal Service
401 14th Street, SW, Room #269
Washington, DC 20227
Telephone: (202) 874-6488
Email: David.Ambrose@fiscal.treasury.gov

Stacy Cahill
Chief Information Security Officer
Bureau of the Fiscal Service
Room #833
6505 Belcrest Road
Hyattsville, MD 20782
Telephone: (202) 874-5083
Email: Stacy.Cahill@fiscal.treasury.gov

Brian S. Hall
Senior Privacy Analyst
Bureau of the Fiscal Service
Room #885D
6505 Belcrest Road
Hyattsville, MD 20782
Telephone: (202) 579-8982
Email: Brian.Hall@fiscal.treasury.gov

3. Customer & Project Management

Sally Layfield
Business & Project Division
Bureau of the Fiscal Service
200 Third Street, Room #A5-I
Parkersburg, WV 26106-1328
Telephone: (304) 480-7228/Fax: (304) 480-7161
Email: Sally.Layfield@fiscal.treasury.gov

4. Fiscal Service - Securities Systems

Fiscal Service IT Service Desk
Telephone: (304) 480-7777

B. The SSA contacts are:

1. Program and Policy

Zeenat Kolia
Medicare Team
Office of Earnings, Enumeration & Medicare Policy
Office of Income Security Programs
2-A-17-E Robert M. Ball Building
6401 Security Boulevard
Baltimore, MD 21235
Telephone: (410) 965-8629
Email: Zeenat.Kolia@ssa.gov

2. Systems Operations

Melanie Burns, Division Director
Division of Claims, Medicare, and External Customer Experiences
4506 Robert M. Ball Building
6401 Security Boulevard
Baltimore, MD 21235
Telephone: (410) 966-0444
Email: Melanie.Burns@ssa.gov

Robin Ott, Division Director
Division of Title II and Medicare Analysis
4311 Robert M. Ball Building
6401 Security Boulevard
Baltimore, MD 21235
Telephone: (410) 948-5786
Email: Robin.Ott@ssa.gov

3. Information Security Issues

Jennifer Rutz, Director
Division of Compliance and Oversight
Office of Information Security
Office of Systems
Suite 3383 Perimeter East Building
6201 Security Boulevard
Baltimore, MD 21235
Telephone: (410) 966-8253
Email: Jennifer.Rutz@ssa.gov

4. Matching Issues

Donald Scott
Government Information Specialist
Office of Privacy and Disclosure
Office of the General Counsel
G-401 WHR
6401 Security Boulevard
Baltimore, MD 21235
Telephone: (410) 965-8850
Email: Donald.Scott@ssa.gov

5. Policy Coordinator

Andrea Warren, Program Analyst
Office of Data Exchange and International Agreements
Office of Data Exchange, Policy Publications, and International Negotiations
Social Security Administration
6401 Security Boulevard, 4-B-9-F Annex Building
Baltimore, MD 21235
Telephone: (410) 966-5642
Email: Andrea.Warren@ssa.gov

XIX. Integration Clause

This computer matching agreement; Attachments 1 and 2; and the accompanying Fiscal Service Forms FS-7600A and FS-7600B constitute the entire agreement of the parties with respect to its subject matter and supersede all other data exchange agreements between the parties that pertain to the disclosure of Savings Securities data 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.

XX. 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.

The signatories may sign this document electronically by using an approved electronic signature process. Each signatory electronically signing this document agrees that his/her electronic signature has the same legal validity and effect as his/her handwritten signature on the document, and that it has the same meaning as his/her handwritten signature.

SOCIAL SECURITY ADMINISTRATION

Mary Ann Zimmerman

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

Date June 17, 2020

**Matthew
Ramsey**

Digitally signed by Matthew
Ramsey
Date: 2020.08.21 11:59:55
-04'00'
Matthew D. Ramsey, Chair
Data Integrity Board

Date _____

THE BUREAU OF THE FISCAL SERVICE

**David J.
Ambrose**

Digitally signed by David
J. Ambrose
Date: 2020.07.16 09:05:10
-04'00'

David Ambrose
Chief Security Officer and
Chief Privacy Official

Date _____

DEPARTMENT OF THE TREASURY



Digitally signed by
Ryan A. Law
Date: 2020.07.22
12:50:13 -04'00'

Ryan Law
Chairperson, Treasury Data Integrity Board
Deputy Assistant Secretary for Privacy, Transparency, and Records

Date 7/22/2020

Attachments

Attachment 1: Benefit to Cost Analysis

Attachment 2: SSA File Layout

**Cost Benefit Analysis (CBA) for Medicare Part D Matching Operation
between the Social Security Administration (SSA) and the Department of the
Treasury, Bureau of the Fiscal Service (Match #1304)**

Objective of the matching operation

The purpose of the matching operation is to verify attestations regarding income and resources made by claimants for Medicare Part D prescription drug subsidy assistance under the Medicare Modernization Act (MMA) of 2003.

History

The MMA provides deductible and co-payment subsidies for certain low-income individuals who are subject to a Part D premium. The MMA requires that SSA take applications and determine eligibility for this subsidy program; however, we automatically deem individuals who have Medicare and receive Supplemental Security Income (SSI) or Medicaid, or who participate in the Medicare Savings Program, eligible for the subsidy. SSA determines eligibility for full or partial subsidy by comparing the applicant's alleged income and resource data with income and resource data available in its systems, as well as data obtained through matching agreements with other agencies.

Benefits

The benefit of conducting this matching operation is the increased accuracy of our subsidy determinations, and the cost-savings gained by reducing the need for manual verifications by field offices (FO) of all income and resource allegations on Medicare Part D subsidy initial and redetermination applications.

For FY 2019, the Office of Public Service and Operations Support (OPSOS) reported an average development time of 21 minutes for initial applications and 30 minutes for redetermination applications. Through this matching operation, SSA eliminated the need for manual development (and thus the associated development time) of these applications. Therefore, FOs avoided manual verification of 28,219 initial applications and 3,472 redetermination applications for a total cost-savings of approximately **\$1,055,797**.

Costs

For this data exchange in FY 2019, the Office of Systems reported estimated systems costs of \$5,600; the cost of the interagency agreement (IAA) was \$19,738. Thus, the total cost of performing this matching operation was **\$25,338**.

Conclusion

SSA benefits from administrative savings due to avoiding the cost of manual development of income and resources reported on initial and redetermination applications. We estimate that the benefit-to-cost ratio for this matching operation is **41.7:1**. Therefore, we recommend the continuation of this matching operation.

Benefits Summary (*Verifications Avoided¹*)

Number of Initial Application Verifications Avoided	28,219
Number of Redetermination Verifications Avoided	3,472
Total Number of Verifications Avoided	31,691
Total Development Time Avoided (work years)	
Initial applications	8.74 WY
Redeterminations	1.54 WY
Savings per Work Year (Salary)	\$102,704
Total Benefits (rounded)	\$1,055,797

Cost Summary

Interagency Agreement (Based on FY 2019)	\$19,738
Systems Costs (Office of Systems, Budget Staff)	\$5,600
Total Costs	\$25,338

Benefit-to-Cost Ratio	41.7:1
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Benefit Details (*Cost Avoidance of Verification Development*)

Development Time per Initial Application Verification ² x Overhead ³ : 21 Minutes per Verification x 1.84	38.64 mins./verification
Development Time per Redetermination Verification ⁴ x Overhead: 30 Minutes per Verification x 1.84	55.2 mins./verification
(Development time per initial application verification x # of verifications)/60 minutes per hour/2080 hours per year = total work years (38.64 x 28,219)/60/2080)	8.74 WY

¹ SSA avoids verifications when alleged we confirmed income/resources through data exchanges. These are the estimated number of verifications avoided by this computer match for initial applications for subsidy and redeterminations of existing subsidies for the period October 2018-September 2019.

² The development time of 21 minutes per initial application is the estimated average time based on the time it takes to verify the applicant's alleged income/resources against matched data. Source: OPSOS

³ The overhead rate of 1.84 for the FOs was furnished by the Office of Budget, Division of Cost Analysis.

⁴ The development time of 30 minutes per subsidy redetermination verification is the estimated average time based on the time it takes to verify the applicant's alleged income/resources against matched data. Source: OPSOS

(Development time per redetermination verification x # of verifications)/60 minutes per hour/2080 hours per year= total work years (55.2 x 3,472)/60/2080	1.54 WY
Development cost for initial application verification = salary x WY (\$102,704 x 8.74)	\$897,633
Development cost for redetermination verification = salary x WY (\$102,704 x 1.54)	\$158,164
Work Years x Salary ⁵ :	\$1,055,797

Attachment 2

Computer Matching Agreement
SSA and Fiscal Service

⁵ FY 2019 Average FO Cost per Work Year (CPWY) includes 20% Fringe Benefits was provided by the Office of Budget.

Required format for finder file

* DESCRIPTION: SSA INQUIRY REQUEST FILE LAYOUT
* REC LENGTH: 74 CHARACTERS (11100 BLOCK SIZE)

01	SSAI-REC.	
05	SSAI-HOUSE-UNDER-NR	PIC 9(9).
05	SSAI-RGN-CD	PIC 9.
05	FILLER	PIC X.
05	SSAI-FLD-OFC	PIC X(3).
05	SSAI-SSN	PIC 9(9).
05	SSAI-LAST-NM	PIC X(14).
05	SSAI-FIRST-NM	PIC X(9).
05	SSAI-MID-INI	PIC X.
05	SSAI-DQ-ST-ABBRV	PIC X(2).
05	SSAI-CASE-CHAR-IN	PIC X.
05	SSAI-HUN-LAST-NM	PIC X(14).
05	SSAI-HUN-FIRST-NM	PIC X(9).
05	SSAI-HUN-MID-INI	PIC X.