COMPUTER MATCHING AGREEMENT
BETWEEN
THE SOCIAL SECURITY ADMINISTRATION
AND
THE OFFICE OF PERSONNEL MANAGEMENT

Effective: July 15, 2015
Expiration: January 14, 2017
Match #1307

I.   Purpose

This computer matching agreement sets forth the terms, conditions, and safeguards under which the Office of Personnel Management (OPM) will provide the Social Security Administration (SSA) with civil service benefit and payment data. This disclosure will provide SSA with information necessary to verify an individual's self-certification of eligibility for the Extra Help with Medicare Prescription Drug Plan Costs program (Extra Help). It will also enable SSA to identify individuals who may qualify for Extra Help as part of the agency's Medicare outreach efforts.

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 OPM to disclose information under this agreement is 42 U.S.C. § 1383(f).

The legal authority for SSA to conduct this computer matching is sections 1144(a)(1) and (b)(1) and 1860D-14(a)(3) of the Social Security Act (Act) (42 U.S.C. §§ 1320b-14(a)(1) and (b)(1) and 1395w-114(a)(3)).

III.   Definitions

A. **"Civil service benefit and payment data"** means information pertaining to benefit payments issued by OPM based on the individual's Federal Government employment. Benefit payments currently include Civil Service Retirement System payments.

B. **"Medicare Outreach Efforts"** means SSA activities designed to identify and notify Medicare beneficiaries under section 1144 of the Act who may be eligible for: (1) medical assistance for payment of the cost of Medicare cost-sharing under the Medicaid program, and (2) Medicare prescription drug subsidies. SSA provides lists of those who received information about assistance for payment of the costs of Medicare cost-sharing to the state agencies that administer Medicare Savings Programs (MSP).

C. **"Extra Help"** means the low-income subsidy assistance that Medicare beneficiaries receive under the Medicare prescription drug program if they have limited income and resources. SSA certifies to the Department of Health and Human Services that a beneficiary can receive Extra Help to pay for Medicare prescription drug plan costs such as monthly premiums, annual deductibles, and prescription co-payments.

IV. Responsibilities of the Parties

A. OPM Responsibilities

1. OPM will disclose civil service benefit and payment data to SSA from the OPM system of records (SOR) published as OPM/Central-1 (Civil Service and Insurance Records).

2. The component responsible for this disclosure on behalf of OPM is Retirement Services.

B. SSA Responsibilities

1. SSA will match OPM's data with data in SSA's Medicare Database (MDB), 60-0321, to verify an individual's self-certification of eligibility for Extra Help.

2. SSA will use OPM's data to screen Medicare-eligible individuals for potential Extra Help eligibility.

3. SSA will use OPM's data to determine an individual's eligibility for Extra Help and to identify such individuals to the state agencies that administer MSP, unless those individuals ask SSA not to share their information with the state agencies.

4. SSA will use OPM's data to identify potential MSP-eligible individuals and will share lists of those individuals with the state agencies that administer MSP, unless those individuals ask SSA not to share their information with the state agencies.

5. 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 (FR).

V. Justification and Anticipated Results

A. Justification

Under section 1860D-14 of the Act, SSA is required to determine the eligibility of applicants who self-certify their income, resources, and family size for Extra Help. SSA is responsible for verifying, on a pre-enrollment basis, an applicant's statements regarding his or her income and resources. SSA periodically redetermines the eligibility and subsidy amounts for these individuals thereafter. Section 1144 of the

Act requires SSA also to conduct outreach efforts for MSP and subsidized Medicare prescription drug coverage.

SSA and OPM have determined that a computer match is the most efficient, expeditious, and effective means for SSA to obtain and process the income and resource information from OPM to verify self-certified income and resource information submitted for initial applications and redeterminations. This matching program will result in cost-savings for SSA, reduce the enrollment burden on Medicare beneficiaries, and expedite the enrollment process. Additionally this matching program ensures a correct Extra Help determination while reducing the level of effort SSA field offices expend to manually verify all income and resource allegations on the initial Extra Help application and during subsequent eligibility re-determinations. Field offices perform less manual verifications when data exchanges verify alleged income. No other administrative activity can efficiently accomplish this purpose.

B. Anticipated Results

Based upon the evaluation of the match for the period October 2012 through September 2013, SSA estimates that it avoided performing 416 independent verifications for initial applications for Extra Help and redetermination of existing subsidies. This resulted in an estimated savings of $11,911. SSA estimates that the cost of operating this computer match with OPM is $3,800, for a benefit-to-cost ratio of 3.13:1. OPM does not expect any savings because of this matching program. The specifics of the estimated savings are contained in the cost benefit analysis. See Attachment 1 for the cost benefit analysis.

VI. Description of Matched Records

A. Systems of Records

OPM will provide SSA with electronic files containing civil service benefit and payment data from the OPM SOR published as OPM/Central-1 (Civil Service and Insurance Records), on October 8, 1999 (64 FR 54930), as amended on March 20, 2008 (73 FR 15013).

SSA will match OPM data with the SSA SOR 60-0321, SSA's MDB file, last published at 71 FR 42159 (July 25, 2006).

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

B. Number of Records

OPM's data file will consist of approximately 75,000 records of updated payment information for new civil service annuitants and annuitants whose civil service

annuity has changed. The SSA comparison file consists of approximately 91 million records from the MDB. The number of people who apply for Extra Help determines in part the number of records matched.

C. Specified Data Elements

OPM will electronically furnish the following information: name, Social Security number (SSN), civil service claim number, and amount of current gross civil service benefits. SSA will conduct the match using the individual's SSN, name, and date of birth on both the OPM file and the MDB.

D. Frequency of Matching

OPM will provide SSA monthly with an electronic file containing civil service benefit and payment data. The actual matching will take place approximately during the first week of every month.

VII. Accuracy Assessments

Based on a sample review by OPM, OPM estimates its civil service benefit and payment data records are 95 percent accurate. Based on internal consistency checks and SSN/name verification procedures, SSA estimates that at least 99 percent of the name and SSN information on SSA's records is accurate.

VIII. Procedures for Individualized Notice

SSA will provide direct notice, in writing, to all applicants or representative payees, at the time of application for Medicare benefits that SSA will match applicant records against those of other agencies to verify their eligibility. SSA will periodically provide similar notices to all recipients at least once during the life of the match. SSA will also publish notice of this matching program in the FR, in accordance with the requirements of the Privacy Act and OMB guidelines.

OPM will provide notice on its application forms or in a separate handout when necessary. OPM will provide subsequent notices, via yearly mailings, to its respective retirees, annuitants, beneficiaries, recipients, and their representatives as required, describing OPM's matching activities.

IX. Verification Procedure and Opportunity to Contest

Before making an unfavorable decision on an Extra Help application or redetermination based on the information received from OPM, SSA will provide a written Pre-Decisional Notice (for initial Extra Help applications) to each applicant or Notice of Planned Action (for redeterminations) to each beneficiary when SSA decides such adverse action is necessary. The notice will inform the individual of the match findings and provide the following information:

1. SSA received information from OPM pertaining to receipt of civil service benefit and payment data, which indicates that an adverse action affecting the individual's eligibility for subsidy assistance is necessary.

2. The individual has a specified number of days (at least 10 days) from the date of the notice to contact SSA to contest the Pre-Decisional Notice or the Notice of Planned Action and submit evidence, if required, to support a decision that SSA should award a full or partial subsidy.

3. Unless the individual notifies SSA within the specified timeframe, SSA will conclude that the data OPM provides are correct and will make the necessary adjustment to the individual's Extra Help application. SSA will consider failure to respond to the notice sufficient justification for taking the adverse action. SSA will permit further appeals of adverse action as described in applicable instructions and regulations.

X. <u>Procedures for Retention and Timely Destruction of Identifiable Records</u>

SSA will retain the electronic files received from OPM only for the period required for any processing related to the matching program and then will destroy all such data by electronic purging, unless SSA is required to retain the information to meet evidentiary requirements. If such retention is warranted, SSA will retire the retained records in accordance with applicable Federal Records Retention Schedules (44 U.S.C. § 3303a). SSA will not create permanent files or a separate system comprised solely of the data OPM provides to SSA.

XI. <u>Security Procedures</u>

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 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. These laws, directives, and regulations include requirements for safeguarding Federal information systems and personally identifiable information (PII) used in Federal Agency business processes, as well as related reporting requirements. Both agencies recognize, and will implement the laws, regulations, NIST standards, and OMB directives including those published subsequent to the effective date of this agreement.

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

A. Loss Reporting

If either SSA or OPM experiences 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 incident is responsible for following its established procedures, including notification to the proper organizations (e.g., United States Computer Emergency Readiness Team). In addition, the agency experiencing the 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. If SSA is unable to speak with OPM's Systems Security Contact within one hour, SSA will contact the OPM Situation Room at 202-418-0111.

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 individuals 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 employees and officials who need it to perform their official duties in connection with the uses of the data authorized in this agreement. Further, SSA and 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. 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 agency's compliance with FISMA and OMB M-06-16 requirements. Both agencies have the right to make onsite inspections for auditing compliance, if necessary, for the duration or any extension of this agreement.

XII. Records Usage, Duplication, and Redisclosure Restrictions

SSA will adhere to the following limitations on the use, duplication, and disclosure of the electronic files and data that OPM provides to SSA:

1. SSA will use and access the files OPM provides only for the purposes described in this agreement.

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

3. SSA will not duplicate or disseminate the files OPM provides within or outside SSA without the written permission of OPM. OPM will not give such permission unless the law requires disclosure or the disclosure is essential to the conduct of the matching program (5 U.S.C. § 552a(o)(1)(H)). For such permission, SSA must specify in writing: (1) what data SSA is requesting be duplicated or disseminated; (2) to whom the data is being duplicated or disseminated; and (3) the reasons that justify such duplication or dissemination.

XIII. Comptroller General Access

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

XIV. **Reimbursement**

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

Attachment 2 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.

SSA's ability to perform work for each fiscal year is subject to the availability of funds.

XV. **Duration, Modification, and Termination**

A. Effective Date

The effective date of this agreement is July 15, 2015, provided that the following notice periods have lapsed: 30 days from the date SSA publishes a Computer Matching Notice in the FR; 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 OPM 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 OPM and SSA can certify to their DIBs that:

1. the matching program will be conducted without change; and

2. OPM and SSA have 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 parties may modify this agreement at any time by a written modification, agreed to by both parties and approved by the DIB of each agency.

E. Termination

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

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

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

2. determines that SSA has violated or failed to follow the terms of this agreement; or

3. has reason to believe that SSA breached the terms for security of data. If OPM suspends the data flow in accordance with this subsection, OPM will suspend the data until OPM makes a final determination of a breach.

XVI. **Dispute Resolution**

Disputes related to this agreement will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10, *Intragovernmental Transaction Guide*, available on the TFM website (http://tfm.fiscal.treasury.gov/v1/p2/c470.pdf).

XVII. **Persons to Contact**

A. SSA contacts:

Computer Systems
Melanie Burns, Director
Division of Medicare Processing & Title II Support
Office of Systems
6401 Security Boulevard, 4700 Robert M. Ball Building
Baltimore, MD 21235-6401
Telephone: (410) 966-0444
Fax: (410) 597-1384
E-mail: Melanie.Burns@ssa.gov

Systems Security
Michael G. Johnson, Director
Division of Compliance and Oversight
Office of Information Security
Office of Systems
6401 Security Boulevard, 3105 Annex Building
Baltimore, MD 21235-6401
Telephone: (410) 965-0266
Fax: (410) 597-0845
E-mail: Michael.G.Johnson@ssa.gov

Matching Agreement
Linda Frye, Government Information Specialist
Office of Privacy and Disclosure
Office of the General Counsel
6401 Security Boulevard, 617 Altmeyer Building
Baltimore, MD 21235-6401
Telephone: (410) 966-9555
Fax: (410) 594-0115
E-mail: Linda.Frye@ssa.gov

Project Coordinator
Rona Barrash
Office of Data Exchange
Office of Data Exchange and Policy Publications
6401 Security Boulevard, 3-G-9-B Annex Building
Baltimore, MD 21235-6401
Telephone: (410) 965-7567
E-mail: Rona.Barrash@ssa.gov

B. OPM contacts:

Retirement Services
Teri Williams, Management and Program Analyst
Retirement Services/Resource Management
1900 E Street, NW, Room 3316
Washington, DC 20415
Telephone: (202) 606-2187
Fax: (202) 606-0910
E-mail: Teresa.Williams2@opm.gov

Systems Security
Patsy Bruton, Program and Management Analyst
Retirement Services
1900 E Street, NW, Room 3H25-R
Washington, DC 20415
Telephone: (202) 606-4558
E-mail: Patsy.Bruton@opm.gov

XVIII.   **Integration Clause**

This agreement constitutes the entire agreement of the parties with respect to its subject
matter and supersedes all other data exchange agreements between the parties that pertain
to the disclosure of the specified OPM civil service benefit and payment data by OPM to
SSA for the purposes described in this agreement. SSA and OPM have made no
representations, warranties, or promises outside of this agreement. This agreement takes
precedence over any other documents that may be in conflict with it.

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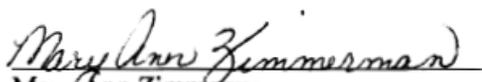
Mary Ann Zimmerman
Acting Deputy Executive Director
Office of Privacy and Disclosure
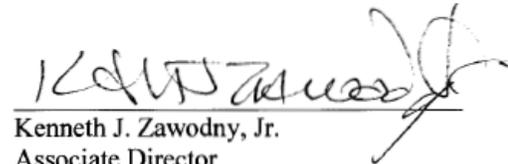Office of the General Counsel

Date February 2, 2015
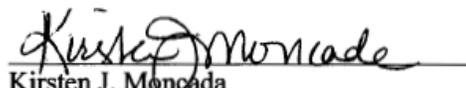
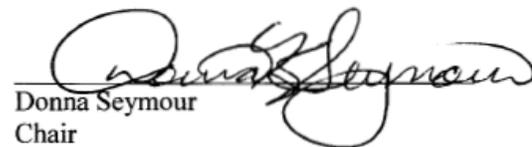Kirsten J. Moncada
Chair
Data Integrity Board

Date 3·26·15

OFFICE OF PERSONNEL MANAGEMENT

Kenneth J. Zawodny, Jr.
Associate Director
Retirement Services

Date JAN 5 2015

Donna Seymour
Chair
Data Integrity Board

Date 1/28/2015

Attachment 1
Cost-Benefit Analysis

Cost Benefit Analysis For The Computer Matching Operation (Match #1307)
Between SSA and the Office of Personnel Management (OPM)

Benefits Summary (Verifications Avoided[1])

Number of Initial Application Verifications Avoided	110
Number of Redetermination Verifications Avoided	306
Total Number of Verifications Avoided	416
Total Development Time Avoided (work years)	0.13 WY
Savings per Work Year	$90,400
Total Benefits	**$11,911**

Cost Summary

Systems Costs (Office of Systems, Budget Staff)	$3,800
Total Costs	**$3,800**
Benefit-to-Cost Ratio	3.13 : 1

Benefit Details
Cost of Verification Development

Development Time per Initial Application Verification[2] x Overhead[3]: 21 Minutes per Verification x 1.94	41 minutes/verification
Development Time per Redetermination Verification[4] x Overhead: 20 Minutes per Verification x 1.94	39 minutes/verification

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[1] Verifications are avoided when alleged income/resources are confirmed 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 2012-September 2013.

[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 1.94 for the FOs was furnished by the Office of Budget, DCBFM.

[4] The development time of 20 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

(Time per Verification x Number of Verifications) ÷ 60
minutes: (41 minutes x 110) + (39 minutes x 306) =
16444/60   274 work hours

Work Hours ÷ Hours Per Work Year: 274/2080   0.13 WY

Work Years x Salary[5]: 0.13x $90,400 $11,911

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[5] FY 2013 Average FO Cost per Work Year (CPWY) includes 20% Fringe Benefits was provided by the
Office of Budget.

Attachment 2
Cost-Comparison Analysis

SSA / OPM Match Cost Comparison Chart

SSA Recipient

Match	SSA Cost	OPM Cost	SSA Gross Savings	SSA Net Savings
1005	$56,814 [6]	$4,608.25	$764,180	$707,366
1019	$334,271 [7]	$4,608.25	$5,144,400	$4,780,129
1020	$1,115,850 [8]	$4,608.25	$17,911,767	$16,795,917
1021	$890,934[9]	$4,608.25	$10,470,315	$9,579,381
1307	$3,800[10]	$0.00	$11,911	$8,111
Totals	**$401,669**	**$18,433**	**$34,302,573**	**$31,870,904**

OPM Recipient

Match	SSA Cost	OPM Cost	OPM Gross Savings	OPM Net Savings
219	$32,918 [11]	$18,433 [12]	$774,658,015	$774,639,582
865	$65,557 [11]	$300,000 [13]	$9,044,870	$8,744,870
1018	$24,853 [11]	$4,684 [14]	$87,214	$82,530
1045	$17,671 [11]	$326,924 [15]	$344,822	$17,898
1071	$22,118 [11]	$22,500 [16]	$409,730	$387,230
Totals	**$163,117**	**$672,541**	**$784,544,651**	**$783,872,110**

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[6] Source data derived from CBA dated 06/12
[7] Source data derived from CBA dated 06/12
[8] Source data derived from CBA dated 06/12
[9] Source data derived from CBA dated 06/12
[10] Source data derived from CBA dated 06/12
[11] Source data derived from ODEPP QPQ Analysis dated 07/14
[12] Source data as of 02/09
[13] Source data as of 12/08
[14] Source data as of 12/04
[15] Source data as of 10/07
[16] Source data as of 04/05