

**COMPUTER MATCHING AGREEMENT
BETWEEN THE SOCIAL SECURITY ADMINISTRATION
AND
THE DEPARTMENT OF VETERANS AFFAIRS
VETERANS BENEFITS ADMINISTRATION**

**Effective: April 02, 2015
Expiration: October 01, 2016
Match #1309**

I. Purpose

This computer matching agreement sets forth the terms, conditions, and safeguards under which the Department of Veterans Affairs (VA), Veterans Benefits Administration (VBA) will provide the Social Security Administration (SSA) with VA compensation and pension 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 VA to disclose information under this agreement is section 1631(f) of the Social Security Act (Act) (42 U.S.C. § 1383(f)).

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

III. Definitions

- A. "Compensation and Pension Payment Data" means information pertaining to compensation and pension benefits paid to anyone by VA based on an individual's military service.
- 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 notification about Medicare cost-sharing assistance 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. VA

1. VA will disclose VA compensation and pension payment data to SSA.
2. The components responsible for this disclosure on behalf of VA are the VBA’s Compensation Service and Pension and Fiduciary Service.

B. SSA

1. SSA will match VA’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 VA’s data to screen Medicare-eligible individuals for potential Extra Help eligibility.
3. SSA will use VA’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 VA’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 income and resource allegations. 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 VA have determined that a computer matching program is the most efficient, expeditious, and effective means for SSA to obtain and process the income and resource information from VA 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. No other administrative activity can accomplish this purpose with the same degree of efficiency.

B. Anticipated Results

Based upon a review of computer matching activities from October 2012 through September 2013, SSA estimates that it was able to avoid about 2,519 independent verifications for both initial applications for Extra Help and redeterminations of existing subsidies. This resulted in an estimated savings of \$72,060. SSA estimates that the cost of operating this computer match with VA was about \$5,200, for a benefit-to-cost ratio of 13.86:1. VA does not expect any savings as a result of this matching program. See Attachment for the cost benefit analysis.

VI. Description of Matched Records

A. Systems of Records

VA will provide SSA with electronic files containing compensation and pension payment data from its system of records (SOR) entitled "Compensation, Pension, Education, and Vocational Rehabilitation and Employment Records-VA" (58VA21/22/28), republished with updated name at 74 FR 14865 (April 1, 2009) and last amended at 77 FR 42593 (July 19, 2012). Routine use 20 of 58VA21/22/28 permits disclosure of the subject records for matching purposes.

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

B. Number of Records

VA's data file will consist of approximately 4.9 million electronic records. The SSA comparison file contains approximately 90 million records obtained from the MDB. The number of people who apply for Extra Help determines in part the number of records matched.

C. Specified Data Elements

SSA will conduct the match using the Social Security number (SSN), name, date of birth, and VA claim number on both the VA file and the MDB.

D. Frequency of Matching

VA will furnish SSA with an electronic file containing VA compensation and pension payment data monthly. The actual matching will take place approximately the first week of every month.

VII. Accuracy Assessments

Previous matches with the same files indicate that the SSNs on VA records are 99 percent accurate. The VA compensation and pension data are approximately 100 percent accurate at the time of creation. 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 their application for Medicare benefits that SSA will match their 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.

VA will notify all applicants who apply for VA benefits that VA will conduct matching programs. VA's notice consists of appropriate language printed on its application forms or a separate handout with appropriate language, when necessary. VA will provide subsequent notices to its beneficiaries as required. VA's subsequent notice consists of appropriate language mailed by check stuffer or letter to all potentially affected beneficiaries.

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 VA, 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 has received information from VA pertaining to receipt of a compensation or pension payment, 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 otherwise within the specified timeframe, SSA will conclude that the data VA provides is 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. Procedures for Retention and Timely Destruction of Records

SSA will retain the electronic files received from VA only for the period of time required for any processing related to the matching program and will then return the files to VA or destroy them by means of electronic erasure. SSA must retain some information on particular individuals, which this matching program will generate, in order 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).

XI. Records Usage, Duplication, and Redislosure Restrictions

- A. SSA will adhere to the following limitations on the use, duplication, and disclosure of the electronic files and data that VA provides to SSA:
 1. SSA will use and access the files VA 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 VA provides within or outside SSA without the written permission of VA. VA will not give such permission unless the law requires disclosure or the disclosure is essential to the conduct of the matching program. 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.
- B. Both parties will keep an accurate accounting of disclosures from an individual's records as required by the Privacy Act at 5 U.S.C. § 552a(c).

XII. Security Procedures

SSA and VA 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 VA experiences a loss of PII provided by SSA or VA 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 (July 12, 2006)). 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 VA is unable to speak with the SSA Systems Security Contact within one hour or if for some other reason notifying the SSA Systems Security Contact is not practicable (e.g., it is outside of the normal business hours), VA will call SSA's National Network Service Center toll free at 1-877-697-4889. If SSA is unable to speak with VA's Systems Security Contact within one hour, SSA will contact the VA Network and Security Operations Center at 1-800-877-4328.

B. Breach Notification

SSA and VA will follow PII breach notification policies and related procedures as required by OMB M-07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information (May 22, 2007).

VA must follow VA's data breach policies and procedures as set forth in Public Law 109-461, 38 C.F.R. Part 75, VA Handbook 6500, and Office of Information & Technology guidance when responding to a breach of PII.

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 VA 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 VA will advise all personnel who have access to the data matched

and to any data created by the match of the confidential nature of the data, the safeguards required to protect the data, and the civil and criminal sanctions for noncompliance contained in the applicable Federal laws.

D. Physical Safeguards

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

E. Technical Safeguards

SSA and VA will process the data matched and any data created by the match under the immediate supervision and control of authorized personnel in a manner that will protect the confidentiality of the data, so that unauthorized persons cannot retrieve any data by computer, remote terminal, or other means. Systems personnel must enter personal identification numbers when accessing data on the agencies' systems. SSA and VA will strictly limit authorization to those electronic data areas necessary for the authorized analyst to perform his or her official duties.

F. Application of Policies and Procedures

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

G. Onsite Inspection

SSA and VA 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.

XIII. Comptroller General Access

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

XIV. Remote Terminal Access

SSA does not have remote terminal access to VA files, and SSA will not provide remote terminal access to the files that VA discloses to SSA under the terms of this agreement.

XV. Reimbursement

Due to the nominal costs of services associated with providing data to SSA under this agreement, VA waives recovery of the costs pursuant to the Economy Act (31 U.S.C. § 1535). Should VA determine in the future that the cost of providing services is significant, SSA and VA may establish a reimbursable agreement allowing for cost adjustments.

XVI. Duration, Modification, and Termination

A. Effective Date:

The effective date of this agreement is April 2, 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 VA 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 VA and SSA can certify to their DIBs that:

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

If either party does not want to continue this program, it must notify the other 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.

XVII. 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 VA compensation and pension payment data by VA to SSA for the purposes described herein. SSA and VA have made no representations, warranties, or promises outside of this agreement. This agreement takes precedence over any other documents that may be in conflict with it.

XVIII. Persons to Contact**A. VA Contacts:****Matching Agreement**

Ms. Pamela Burd, Program Analyst
Compensation Service (212C)
810 Vermont Avenue, N.W.
Washington, DC 20420
Telephone: (202) 461-9149
Fax: (202) 275-0562
E-mail: Pamela.Burd@va.gov

Computer Systems

Mr. Scott Fagan, Senior Business Application Analyst
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Washington, DC 20420
Telephone: (402) 420-4233
Fax: (402) 402-4066
E-mail: Scott.Fagan@va.gov

Systems Security

Ms. Jessica L. Carriveau
Certified Information Systems Security Professional
Southern Area Network ISO
9500 Bay Pines Boulevard
St. Petersburg, FL 33708
Telephone: (727) 319-5954
Fax: (727) 319-7785
E-mail: Jessica.Carriveau@va.gov

B. SSA Contacts:

Program Policy

Ms. Allison Page, Team Leader
Medicare Team
Office of Earnings, Enumeration & Medicare Policy
Office of Income Security Programs
6401 Security Boulevard, 2-P-17-B Robert M. Ball Building
Baltimore, MD 21235
Telephone: (410) 966-8800
E-mail: Allison.Page@ssa.gov

Systems

Ms. Melanie Burns
Division of Medicare Processing & Title II Support
6401 Security Boulevard, 4517 Robert M. Ball Building
Baltimore, MD 21235
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E-mail: Melanie.Burns@ssa.gov

Matching Agreement

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Systems Security

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Office of Systems
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Project Coordinator

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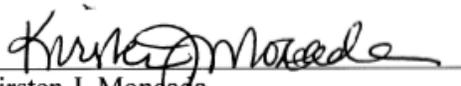
XIX. Signatures

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

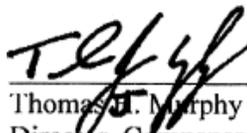

Dawn S. Wiggins
Deputy Executive Director
Office of Privacy and Disclosure
Office of the General Counsel

Date 10-9-2014


Kirsten J. Moncada
Chair
Data Integrity Board

Date 3.26.15

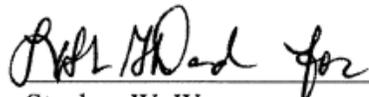
DEPARTMENT OF VETERANS AFFAIRS
VETERANS BENEFITS ADMINISTRATION


Thomas E. Murphy
Director, Compensation Service

4/23/15
Date


David R. McLenachen
Director, Pension and Fiduciary Service

4/24/15
Date


Stephen W. Warren
Chair, Data Integrity Board
Principal Deputy Assistant Secretary
Office of Information and Technology

5/29/2015
Date

**Attachment
Cost-Benefit Analysis**

**Cost Benefit Analysis For The Computer Matching Operation (Match #1309)
Between SSA And The Department of Veterans Affairs (VA)**

Benefits Summary (Verifications Avoided¹)

Number of Initial Application Verifications Avoided	620
Number of Redetermination Verifications Avoided	1,899
Total Number of Verifications Avoided	2,519
Total Development Time Avoided (work years)	0.80 WY
Savings per Work Year	\$90,400
Total Benefits	\$72,060

Cost Summary

Interagency Agreement (Based on FY 2013)	\$0
Systems Costs (Office of Systems, Budget Staff)	\$5,200
Total Costs	\$5,200

Benefit-to-Cost Ratio

13.86:1

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
(Time per Verification x Number of Verifications) ÷ 60 minutes: (41 minutes x 620) + (39 minutes x 1899) = 99481/60	1,658 work years
Work Hours ÷ Hours Per Work Year: 1658/2080	0.80 WY
Work Years x Salary ⁵ : 0.80 x \$90,400	\$72,060

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

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