

**COMPUTER MATCHING AGREEMENT  
BETWEEN THE SOCIAL SECURITY ADMINISTRATION  
AND  
THE U.S. DEPARTMENT OF EDUCATION**

**Match #1051**

**I. Purpose**

This Computer Matching Agreement (CMA) establishes the terms, safeguards, and procedures under which the Social Security Administration (SSA) will provide the U.S. Department of Education (ED) Social Security number (SSN) verification, citizenship status as recorded in SSA records, and death indicators (when applicable) of individuals who initiate the steps associated with accessing programs authorized by Title IV of the Higher Education Act of 1965, as amended (HEA) (20 U.S.C. § 1070 et seq.), or participating in the application process for such assistance, to assist ED in meeting its obligations under this Title, including to ensure that applicants for Title IV, HEA program assistance satisfy eligibility requirements.

**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 and Privacy Protections Amendments of 1990 (Privacy Act) (5 U.S.C. § 552a), and the regulations and Office of Management and Budget (OMB) guidance promulgated thereunder.

SSA's legal authority to disclose information under this CMA is section 1106 of the Social Security Act (42 U.S.C. § 1306), the regulations promulgated pursuant to that section (20 Code of Federal Regulations (C.F.R.) Part 401), and subsection (b)(3) the Privacy Act (5 U.S.C. § 552a(b)(3)). Section 7213 of the Intelligence Reform and Terrorism Prevention Act of 2004 provides SSA authority to add a death indicator to verification routines that SSA determines to be appropriate.

ED's legal authority to enter into this CMA includes:

- Section 484(p) of the HEA (20 U.S.C. § 1091(p)) (which will be section 484(o) of the HEA (20 U.S.C. § 1091(o)) following implementation of the FAFSA Simplification Act on July 1, 2024);
- Section 484(g) of the HEA (20 U.S.C. § 1091(g));
- Section 483(a)(12) of the HEA (20 U.S.C. § 1090(a)(12)) (which will be section 483(a)(2)(B) (20 U.S.C. § 1090(a)(2)(B))) following implementation of the Free Application for Federal Student Aid (FAFSA) Simplification Act);
- Section 428B(f) of the HEA (20 U.S.C. § 1078-2(f));

- Sections 427, 432, 451, 483, and 484 of the HEA (20 U.S.C. §§ 1077, 1082, 1087a, 1090, and 1091); and
- Subsection (b)(3) of the Privacy Act (5 U.S.C. § 552a(b)(3)).

### **III. Definitions**

- A. “Contractors and/or Agents” 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.
- B. “Eligible institution” means an educational institution as defined in accordance with the HEA and 34 C.F.R. Part 600.
- C. “Title IV, HEA program assistance” means the Federal Pell Grant, the Federal Supplemental Educational Opportunity Grant, the Federal Work-Study, the William D. Ford Federal Direct Loan, the Teacher Education Assistance for College and Higher Education (TEACH) Grant, and the Iraq Afghanistan Service Grant programs.
- D. An “output document” is a Student Aid Report (SAR) (which will be called FAFSA Submission Summary (FSS) beginning in Award Year 2024-2025), Institutional Student Information Record (ISIR), electronic acknowledgement, or automated data generated by ED as the result of ED processing of an aid application for Title IV, HEA program assistance.

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

- A. ED Responsibilities:
  1. ED, as the recipient agency, will disclose to SSA the SSN, first name, last name, and date of birth (DOB) of individuals covered in Article VI.A for the purposes covered in Article I.
  2. In addition to maintaining the responses received from SSA in ED’s Central Processing System (CPS) (which will be retired on September 30, 2024 and replaced by the FAFSA Processing System (FPS)), and in ED’s Person Authentication Service (PAS) system, ED will disclose the responses received from SSA to the Common Origination and Disbursement (COD) System to determine the amounts and types of Title IV, HEA program assistance that an applicant will receive.
  3. Under this CMA, ED will use the PAS credentials (namely, a user ID and password) only for purposes directly related to the financial assistance programs authorized under Title IV of the HEA. ED allows individuals to use their PAS credentials to access their ED accounts electronically, to file electronic applications, and to sign electronically loans and other Federal student aid documents.

4. ED will provide SSA with regular status updates and commitments regarding the implementation of a roles-based, technology modernization culminating during the period of this CMA.
5. ED acknowledges that SSA's response code of "match" on the name, DOB, and SSN of an SSN verification request only establishes that the submitted information matches the information contained in SSA records. SSA's verification does not authenticate the identity of the individual or conclusively prove that the individual submitting the information is who they claim to be.
6. ED, as the recipient agency, will report this matching program to the committees of jurisdiction in Congress and to OMB, along with transmitting to them a copy of this CMA, and will publish the required notice of the re-establishment of this matching program in the *Federal Register*.

B. SSA Responsibilities:

1. SSA will compare data that it receives from ED with SSA data recorded in the Master Files of Social Security Number Holders and SSN Applications (Enumeration System), 60-0058, system of records and send ED a coded response indicating whether the applicant's name, DOB, and SSN match a record in the Enumeration System.
2. SSA will verify SSNs and send ED a coded response confirming the citizenship status as recorded in SSA records to ensure that the applicant satisfies the financial aid requirements under Title IV of the HEA. When SSA identifies a match, SSA will provide to ED a death indicator, if applicable.
3. SSA will verify the information only when the applicant has, at a minimum, initiated the steps associated with accessing programs authorized by Title IV of the HEA.

V. **Justification and Anticipated Results**

A. Justification:

The HEA requires the Secretary of Education, in cooperation with the Commissioner of Social Security, to verify any SSN provided by an applicant for Title IV, HEA program assistance and authorizes the Secretary of Education to confirm the citizenship status as recorded in SSA records and to use computer matching to accomplish this goal. 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 assist in the effective verification of the SSN and confirmation of citizenship status as recorded in SSA records of individuals to verify their eligibility for Title IV, HEA program assistance. This matching program will also enhance ED's ability to identify quickly those individuals whose records indicate that they do not have a valid SSN or proof of U.S. citizenship needed to receive Title IV, HEA program assistance, or who fraudulently

attempt to receive Title IV, HEA program assistance. There are no other administrative activities that could be employed to accomplish the same purpose with the same degree of efficiency or accuracy.

B. Anticipated Results:

SSA derives no savings from this computer match. See Attachment 1 for the Cost-Benefit Analysis, which provides a specific estimate of ED's savings and demonstrates that this matching program is likely to be cost effective. The cost benefit ratio for this matching program is estimated to be .04.

**VI. Description of Matched Records**

A. Systems of Records:

SSA's system of records notice entitled "Master Files of Social Security Number Holders and SSN Applications" (Enumeration System), 60-0058, last fully published in the *Federal Register* on January 4, 2022 (87 Fed. Reg. 263-267), maintains records about each individual who has applied for and obtained an SSN. Information provided to ED by the individual who has, at a minimum, initiated the steps associated with accessing programs authorized by Title IV of the HEA, is matched against the Enumeration System, as described in Article IV.B.1 of this CMA. The information in this system of records may be updated during the effective period of this CMA as required by the Privacy Act.

ED's system of records notice entitled "Aid Awareness and Application Processing" (AAAP) (18-11-21), last fully published in the *Federal Register* on June 15, 2023 (88 Fed. Reg. 39233-39248) at <https://www.federalregister.gov/documents/2023/06/15/2023-12831/privacy-act-of-1974-system-of-records>, covers the CPS and FPS, which are the ED information systems that process FAFSA data. CPS will process this data through September 30, 2024, for Award Year (AY) 2023-2024. FPS will become operational on or after December 1, 2023, and begin processing FAFSA data for AY 2024-2025. After September 30, 2024, CPS will be decommissioned and be fully replaced by FPS within AAAP. FPS will process data for all AYs thereafter. The information in this system of records notice may be updated during the effective period of this CMA as required by the Privacy Act. Routine Use (1)(a) in the AAAP system of records notice permits ED to disclose information under this CMA to assist ED in determining program eligibility.

ED's system of records notice entitled "Person Authentication Service (PAS)" (18-11-12), last fully published in the *Federal Register* on July 28, 2023 (88 Fed. Reg. 48817-48824) at <https://www.federalregister.gov/documents/2023/07/28/2023-16001/privacy-act-of-1974-system-of-records>, contains records used for identification purposes on individuals who are covered by the PAS system of records, in order to apply for Title IV, HEA program assistance. In the PAS system of records, Routine Uses 1(a) and (b) permit ED's disclosure of information under this CMA. These ED files will be matched against SSA's Enumeration System to assist

ED in determining program eligibility. A positive verification (the name, SSN, and date of birth submitted by ED match SSA's records) supports the continuation of the student aid application process. The information in this system of records notice may be updated during the effective period of this CMA as required by the Privacy Act.

In addition to maintaining the responses received from SSA in ED's CPS (which will be retired on September 30, 2024 and replaced by the FPS), and in ED's PAS systems, ED will disclose the responses received from SSA to the Common Origination and Disbursement (COD) system of records (18-11-02) to determine the amounts and types of Title IV, HEA program assistance that an applicant for Title IV benefits will receive. ED's COD system of records was last fully published in the *Federal Register* on June 28, 2023 (88 Fed. Reg. 41942-41951) at <https://www.federalregister.gov/documents/2023/06/28/2023-13698/privacy-act-of-1974-system-of-records>. (Note: the COD System is the ED information system that determines the amounts and type of Title IV, HEA program assistance that an applicant will receive.) The information in this system of records may be updated during the effective period of this CMA as required by the Privacy Act.

B. Specified Data Elements:

ED will transmit to SSA the data elements of SSN, first name, last name, and DOB for each matching verification request. ED will send identifying information from files of individuals, who have, at a minimum, initiated the steps associated with accessing programs authorized by Title IV of the HEA, via Secure File Transfer Protocol (SFTP) using encryption that meets the requirements of Federal Information Processing Standards (FIPS) publication 140-3, "Security Requirements for Cryptographic Modules." SSA will process the verification request and send a response to ED via SFTP using the FIPS-140-3 standards. Each party shall work to ensure compliance with FIPS 140-3. SSA will provide a "match" or "no match" response and in the case of a "no match" response, the reason for the "no match." See Attachment 2 for the EVS User Guide, which outlines the possible verification response codes and other information returned, as well as input and output file specifications. When SSA identifies a match, SSA will provide ED with a citizenship code as well as a death indicator, if applicable.

For purposes of this CMA where data matching is done via batch process, ED will not need nor use multiple SSNs for an individual, even if SSA transmits them. ED's systems covered by this agreement are currently designed to match only one SSN per person. ED will use the SSN identified by the individual.

C. Number of Records Involved:

As part of the matching program, ED projects that it will make 33.3 million verification requests annually. ED will not submit more than 250,000 verification requests per file.

#### D. Frequency of Matching:

ED will transmit data to SSA via a daily overnight batch process. SSA will respond via an overnight batch process.

### VII. Accuracy Assessments

Applicants for Title IV, HEA program assistance, and other individuals covered by this CMA, provide ED with the personal identification data contained in the ED systems of records used in this CMA, and, therefore, a high degree of accuracy in the information is achieved. The CPS Contractor, General Dynamics Information Technology (GDIT), measured and assessed the accuracy rates of the “Aid Awareness and Application Processing” system (18-11-21) and the “Person Authentication Service (PAS)” system (18-11-12) in October 2022 as being 98.9 percent and approximately 99.1 percent, respectively.

Later in the application process, the applicant is provided written notice on the SAR/FSS to resolve any citizenship issues with the postsecondary institution by providing appropriate documentation.

The SSA Enumeration System database is used for SSN matching. SSA’s Office of Analytics, Review, and Oversight’s “FY 2022 Enumeration Accuracy Review Report” (March 2023) found transaction accuracy for SSN replacement cards to be 96.5%. This review includes the citizenship information provided at the time the individual applied for their SSNs. However, there is no obligation for an individual to report to SSA a change in their citizenship or immigration status until they request a replacement card or file a claim for a Social Security benefit. While the citizenship information is accurate for SSA’s program purposes, if used later for other purposes, it may not be current. SSA is not the custodian of U.S. citizenship records.

### VIII. Procedures for Individualized Notice

ED will publish in the *Federal Register* a notice describing the re-establishment of this matching program, as required by the Privacy Act and OMB guidance. Also, ED will report the matching program to OMB and the committees of jurisdiction in Congress, along with transmitting to them a copy of this CMA, as required by the Privacy Act and OMB guidance. ED will ensure that each applicant for Title IV, HEA program assistance is provided individual notice that information provided on their application is subject to verification through matching programs. Every time such applicant requests an output document, a periodic notice of computer matching is also included on the output document and provided to the student.

SSA includes notices on all applications that SSA will conduct matching programs. SSA notifies individuals who apply for an SSN on a prescribed application that SSA may use the information provided in matching programs.

## **IX. Verification Procedure and Opportunity to Contest**

### **A. Verification Procedures:**

ED may not suspend, terminate, reduce, or make a final denial of any financial assistance or payment under Title IV of the HEA to an applicant for Title IV, HEA program assistance, or take other adverse action against such applicant, if as a result of information produced by this matching program ED determines that such applicant is ineligible for Title IV, HEA program assistance until such time as such applicant is given notice of the adverse findings and the proposed adverse action based on those findings. ED will provide such applicant with a description of procedures for contesting those findings in advance of the proposed adverse action and with an opportunity to provide the eligible institution with an accurate SSN, proof of U.S. citizenship, or both. Such applicant will have at least 30 days from the date of the notice to provide clear and convincing evidence of the accuracy of such applicant's SSN, proof of such applicant's U.S. citizenship, or both.

ED's notification process is highly automated and requires compression of the verification and the notice and wait procedures because such applicants serve as the best source for verifying the matched data and it is not possible to intervene until after an output document has been issued. Indeed, OMB's "Final Guidance Interpreting the Provisions of Public Law (Pub. L.) 100-503, the Computer Matching and Privacy Protection Act of 1988" anticipates such a situation when it states: "[i]t would be of dubious utility to apply the verification requirements equally to all matches and argue that a match that results in an adverse consequence of the loss of, for example, a tuition assistance payment should receive the same due process procedures as one that results in the loss of an Aid to Families with Dependent Children (AFDC) payment or Food Stamp eligibility." 54 Fed. Reg. 25818, 25827 (June 19, 1989). This OMB guidance also recognizes that "[i]n many cases, the individual record subject is the best source for determining a finding's validity, and he or she should be contacted where practicable." *Id.* Under the matching program, such applicant records are matched at the time such applicant has, at a minimum, initiated an application for Title IV, HEA program assistance.

Examples of an unsuccessful match include, but are not limited to, when such applicant's name, DOB, or reported SSN is not found, the student is not a U.S. citizen, or the SSN matches that of a deceased person in the SSA database. When an unsuccessful match occurs, ED will notify such applicant and eligible institution via email or mail, or by ED's output document such as the SAR/FSS or ISIR.

### **B. Opportunity to Contest:**

Under the Privacy Act, ED may not suspend, terminate, reduce, or make a final denial of Title IV, HEA program assistance, or take other adverse action against an applicant for Title IV, HEA program assistance as a result of the information produced by this matching program unless such applicant is provided with a notice (*e.g.*, an output document as defined in Article III of this CMA) stating the results of the match, and such applicant is given a time period established for the program by statute or regulation, or 30 days in the case of a program for which no such period is

established, to contest the adverse match information.

Consistent with sections 483(a)(2)(B) and 484(p) of the HEA (which will be section 484(o) of the HEA following implementation of the FAFSA Simplification Act on July 1, 2024) (20 U.S.C. § 1090(a)(12) and 20 U.S.C. § 1091(p)) (which will be 20 U.S.C. § 1091(o) following implementation of the FAFSA Simplification Act on July 1, 2024)) and implementing regulations in 34 C.F.R. § 668.36, when such applicant's data does not match with the data in the SSA Enumeration System, ED provides notification to such applicant and the institution indicating the match results and the corrective action that needs to be taken by such applicant. ED's regulations require that the institution must give such applicant at least 30 days, or until the end of the award year, whichever is later, to produce evidence of the correct SSN or resolve (including contesting) the results of the matched data (34 C.F.R. § 668.36(a)(3)).

Such applicant has a period of at least 30 days to correct or contest the results of the data match. However, if such applicant's data are not corrected or successfully contested and ED determines that such applicant's data does not yield a successful match with SSA, ED will deny or terminate such applicant's eligibility for Title IV, HEA program assistance.

The FSA Handbook, ISIR Guide, and SAR/FSS Comment Codes and Text provide specific guidance to eligible institutions with regard to the processing of inaccurate SSNs and claims of U.S. citizenship status that have not been confirmed through this data match.

ED understands that the only verification of an SSN that SSA provides to individuals is the Social Security card and that SSA is not the custodian of U.S. citizenship records. ED's guidance to institutions will state that:

- Students are not to be referred to SSA to resolve citizenship non-confirmation replies;
- Before referring a student to SSA to resolve an SSN discrepancy, the institution will review the input to detect transcription and keying errors and confirm the input with the student;
- Students referred to SSA to resolve SSN non-verification replies from this matching operation will not be advised to obtain any written verification of the SSN (other than a Social Security card); and
- Generally, it takes at least 2 weeks after the student's submission of an SSN application and supporting documents to SSA for the student to receive the Social Security card.

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

- A. ED will retain all records with identifiable information received from SSA as follows:
1. ED will maintain the response file received from SSA for no more than 180 days after receipt; and
  2. ED will maintain matched records with identifiable information received from SSA in ED's CPS, FPS, and COD systems in accordance with the requirements of ED Records Schedule 072, FSA Application, Origination, and Disbursement Records (DAA-0441-2013-0002) (ED 072). (ED has proposed amendments to ED 072 for the National Archives and Records Administration's consideration and will not destroy records covered by ED 072 until such amendments are in effect, as applicable.)
- B. SSA will automatically delete the ED input records upon processing completion and transmission of output records to ED.

**XI. Records Usage, Duplication, and Redisclosure Restrictions**

- A. ED agrees to the following limitations on the access to, disclosure of, and use of identifying information provided by SSA:
1. Other than as permitted in Articles IV.A.2 and IX.B, the file(s) provided to ED will not be duplicated or disseminated within or outside ED without the written authority of SSA, except as necessary within ED for backup to ongoing operations of the matching program, as essential to the conduct of the matching program, or as required by law and where advance notice has been provided to SSA and SSA consented to the redisclosure in writing. In any such case, ED must specify in writing which records are being redisclosed, to whom, and the reasons that justify such redisclosure. SSA will not grant such permission unless the redisclosure is required by law or is essential to the conduct of the matching program. All redisclosures will be made consistent with the Privacy Act and applicable Privacy Act guidelines.
  2. The file(s) provided to ED will be destroyed as provided in Article X of this CMA.
  3. File(s) provided to ED will not be used to extract information concerning individuals therein for any purpose not specified by this CMA.
  4. The information provided by SSA will be used within ED only to the extent necessary to achieve the purposes as stated in Article I. 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 they claim to be.

5. ED will not use the SSA files to extract information about non-matched individuals for any purpose not specified by this CMA.
  6. ED will, in its contractual relationship with each contractor and/or agent that will have access to the information that ED obtains through this CMA, obtain the contractor's and/or agent's written agreement that it will abide by all of the use and redisclosure restrictions and security requirements in this CMA.
  7. ED will identify and provide, from its contractors and/or agents and upon request, a current list of contractors' and/or agents' employees who will have access to the information that 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 further agrees to certify, via a written communication on ED letterhead, to SSA that these contractors are acting on behalf of ED to administer or assist in administering the FSA programs. ED agrees that, upon request, its contractors and/or agents will provide a list of employees who no longer have access to the information under this CMA.
  8. 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 matching program, as well as when required by law, including to support criminal investigations or prosecutions 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, disclosure of, and use of data provided by ED:
1. The data provided by ED remains the property of ED and will be destroyed by SSA as provided in Article X of this CMA.
  2. The information supplied by ED will be used only for the purposes of, and to the extent necessary in, the administration of the purposes covered by this CMA.
  3. Other than for the purposes of this CMA, no file will be created that consists of ED information concerning individuals.
  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.

Duplication will be permitted for backing up the system containing the data as long as it is secured and protected in accordance with the requirements of the Federal Information Security Management Act of 2002, 44 U.S.C. Chapter 35, Subchapter II, as amended by the Federal Information Security Modernization Act of 2014 (Pub. L. 113-283) (FISMA).

5. SSA will, in its contractual relationship with each contractor and/or agent that will have access to the information that SSA obtains through this CMA, obtain the contractor's and/or agent's written agreement that it will abide by all of the use and redisclosure restrictions and security requirements in this CMA.
6. SSA will identify and provide, from its contractors and/or agents and upon request, a current list of contractors' and/or agents' employees who will have access to the information that 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 further agrees to certify, via a written communication on SSA letterhead, to ED that these contractors are acting on behalf of SSA to administer or assist in administering the Social Security Act programs. SSA agrees that, upon request, its contractors and/or agents will provide a list of employees who no longer have access to the information under this CMA.
7. 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 FISMA; 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 (PII)* (January 3, 2017); the most current version of National Institute of Standards and Technology (NIST) directives in the Special Publications (SP) 800 series (e.g., NIST SP 800-53, and NIST SP 800-37); and the Federal Acquisition Regulations (FAR) and the Department of Education Acquisition Regulation (EDAR), 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 controlled unclassified information (CUI) including 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 after 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.

Specific security requirements include, but are not limited to, the following:

Data must be protected at the Moderate system certification criticality level according to FIPS Publication 199, Standards for Security Categorization of Federal Information and Information Systems.

All systems involved in this matching program have a current Authorization to Operate (ATO) with the appropriate signatures. Note: As of August 2023, FPS is undergoing the security authorization process and is expected to receive an ATO in December 2023.

Electronic files are encrypted using the FIPS 140-3 standard. Each party shall work to ensure compliance with FIPS 140-3.

SSA and ED information systems reside behind a Trusted Internet Connection.

A. Loss Reporting:

If either SSA or ED experiences an incident involving the loss or breach of PII provided by SSA or ED under the terms of this CMA, 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 appropriate organizations (e.g., U.S. Cybersecurity & Infrastructure Security Agency, agency's privacy office, and the agency's Inspector General's 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 CMA. If ED 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), ED will call SSA's National Network Service Center toll free at 1-877-697-4889. If SSA is unable to speak with ED/FSA's EDSOC at [edsoc@ed.gov](mailto:edsoc@ed.gov), 202-245-6550, SSA will contact the ED/FSA ISSO Systems Security Contact within 1 hour.

B. Breach Notification:

SSA and ED will follow PII breach notification policies and related procedures issued by OMB and their respective breach response plans. 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 ED 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 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.

D. 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 (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 ED will establish appropriate safeguards for such data, as determined by a risk-based assessment of the circumstances involved.

E. 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 their official duties.

F. Application of Policies 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.

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 (subject to reasonable assurances of confidentiality and security) 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 CMA.

### **XIII. Comptroller General Access**

The U.S. Government Accountability Office (Comptroller General) may have access to all ED and SSA records it deems necessary in order to monitor or verify compliance with this CMA.

### **XIV. Reimbursement**

Subject to the availability of appropriations for fiscal years (FY) 2023 and beyond, 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 the attached 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 the U.S. Department of the Treasury Forms (e.g., FS Form 7600A and FS Form 7600B and the corresponding General Terms & Conditions (GT&C) and Order forms in the G-Invoicing system). Accordingly, FS Forms 7600A/GT&C and 7600B/Order provide authorization for SSA to incur obligations by performing services under this CMA only on a fiscal year (October 1 through September 30) or partial fiscal year basis coinciding with the initial duration and the renewal of this CMA. Accordingly, the FS Forms 7600A/GT&C and 7600B/Order will provide authorization for SSA to perform services under this CMA in FY 2023 and beyond. Since SSA's performance under this CMA spans multiple fiscal years, the parties will sign the FS Forms 7600A/GT&C and 7600B/Order on or before the commencement of each fiscal year, which will identify reimbursable cost estimates for that fiscal year. SSA's ability to perform work for FY 2023 and beyond is subject to the availability of funds.

SSA will collect funds from ED during FY 2023 through Treasury's G-Invoicing system, which will generate an IPAC on a quarterly basis, sufficient to reimburse SSA for the costs it has incurred for performing services through the date of billing. Additionally, at least quarterly, the parties will reconcile balances related to revenue and expenses for work performed under the CMA. A copy of the IPAC/G-Invoicing billing and all original supporting documentation will be transmitted electronically to ED no later than 5 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.

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 any errors in information provided to ED or loss or destruction of data is attributable to SSA, SSA will re-perform the services after conferring with ED. Before re-performing the services, SSA will provide ED with written notification of the additional costs for the services and the reason(s) that SSA will incur the additional costs. 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 CMA**

### **A. Effective Date:**

The duration of this CMA is estimated to cover the 12-month period from October 11, 2023, through October 10, 2024. However, this CMA cannot become effective unless it has been signed by all of the signatories listed in Article XX. Further, 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) October 11, 2023; (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*, assuming that ED receives no public comments or receives public comments but makes no changes to the Matching Notice as a result of the public comments, or 30 days from the date on which ED publishes a Revised Matching Notice in the *Federal Register*, assuming that ED receives public comments and decides to revise the Matching Notice as a result of public comments; or (3) at the expiration of the 60-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 CMA, unless OMB waives any of the 60-day review period for compelling reasons, in which case, 60 days minus the number of days waived by OMB from the date of ED's transmittal of the report of the matching program. If the latest date of the three dates listed above occurs on a non-business day, then that date will be counted for purposes of this paragraph as occurring on the next business day.

### **B. Duration:**

This CMA will be in effect for an initial period of 12 months, unless it is terminated or renewed, as set forth below.

### **C. Renewal:**

The Data Integrity Boards (DIB) of ED and SSA may, within 3 months prior to the expiration of this CMA, renew this CMA for a period not to exceed 12 months if:

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

If either party does not want to continue this matching program, it must notify the other party of its intention not to continue at least 90 days before the end of the period 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. The parties may modify the reimbursement part of this agreement at any time by submitting FS Form 7600A/GT&C and FS Form 7600B/Order modification, agreed to by both parties and approved by the authorized signatories of each agency.

E. Suspension and 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 at a later date specified in the notice.

If the CMA is terminated, 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 and/or a termination of this CMA 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;
3. Has reason to believe that the other party has breached the terms for security of data; or
4. Failed to make a payment under the reimbursement terms of this CMA.

If so, the parties agree that the party making the immediate, unilateral suspension of the data flow and/or terminating this CMA will immediately notify the other party of the factual basis for its determination or of the factual basis for its concerns of a security or non-reimbursement breach of this CMA and of the unilateral suspension of the data flow and/or the termination of this CMA. If either party suspends the data flow 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 will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 5, *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, G-401 WHR  
Baltimore, MD 21235  
Telephone: (410) 966-1392/Fax: (410) 594-0115  
Email: [kim.cromwell@ssa.gov](mailto:kim.cromwell@ssa.gov)

#### **Project Coordinator**

Rona Demb, Project Coordinator  
Office of Data Exchange, Policy Publications, and International Agreements  
Federal Agreements Branch  
Social Security Administration  
6401 Security Boulevard, 4-B-9-F Annex Building  
Baltimore, MD 21235  
Telephone: (410) 965-7567  
Email: [rona.demb@ssa.gov](mailto:rona.demb@ssa.gov)

#### **Computer Systems Issues**

Angil Escobar, Branch Chief  
DDE/Verifications and Exchanges Analysis Branch  
Office of Enterprise Information Systems  
Office of Systems  
Social Security Administration  
6401 Security Boulevard, 3-F-3 Robert M. Ball Building  
Baltimore, MD 21235  
Telephone: (410) 965-7213  
Email: [angil.escobar@ssa.gov](mailto:angil.escobar@ssa.gov)

#### **Systems Security Issues**

Jennifer Rutz, Director  
Office of Information Security  
Division of Compliance and Assessments  
Social Security Administration  
Suite 3208 Annex  
6401 Security Boulevard  
Baltimore, MD 21235  
Telephone: (410) 966-8253  
Email: [jennifer.rutz@ssa.gov](mailto:jennifer.rutz@ssa.gov)

## **Financial Issues**

Michele Bailey, Division Director  
Office of Financial Policy and Operations  
Office of Finance, Division of Reimbursable and Administrative Collection  
Social Security Administration  
2-K-5 East Low Rise Building  
6401 Security Boulevard  
Baltimore, MD 21235  
Telephone: (410) 965-0729/Fax: (410) 967-1673  
Email: [michele.bailey@ssa.gov](mailto:michele.bailey@ssa.gov)

### B. ED Contacts:

## **Systems Security Issues**

Davon Tyler, FSA Chief Information Security Officer  
U.S. Department of Education  
Federal Student Aid  
Technology Directorate  
830 First Street, NE  
Room 102G1  
Washington, DC 20202-5454  
Telephone: (202) 264-9754  
Email: [davon.tyler@ed.gov](mailto:davon.tyler@ed.gov)

Department of Education Security Operations Center (EDSOC)  
Telephone: (202) 245-6550  
Email: [edsoc@ed.gov](mailto:edsoc@ed.gov)

Nina Colon, Information System Security Officer (ISSO)  
Central Processing System (CPS)  
U.S. Department of Education  
Federal Student Aid, Business Operations, Security Division  
830 First Street, NE  
UCP-52C4  
Washington, DC 20202-5454  
Telephone: (202) 377-3736  
Email: [nina.colon@ed.gov](mailto:nina.colon@ed.gov)

Michele Hawkins, Information System Security Officer (ISSO)  
FAFSA Processing System (FPS)  
U.S. Department of Education  
Enterprise Technology Directorate  
Information System Security Division, contractor  
Telephone: (240) 462-9365  
Email: [michele.hawkins@ed.gov](mailto:michele.hawkins@ed.gov)

### **System Issues**

Rachel Coghlan, Director, Application Systems Division  
U.S. Department of Education  
Federal Student Aid  
830 First Street, NE  
UCP-63E1  
Washington, DC 20202-5454  
Telephone: (202) 377-3205  
Email: [Rachel.Coghlan@ed.gov](mailto:Rachel.Coghlan@ed.gov)

### **Agreement Issues**

Gerard Duffey, Management and Program Analyst  
U.S. Department of Education  
Federal Student Aid  
Student Experience and Aid Delivery  
100 Penn Square East  
Philadelphia, PA 19107  
Telephone: (215) 656-3249  
Email: [Gerard.Duffey@ed.gov](mailto:Gerard.Duffey@ed.gov)

### **Matching Issues**

James Barthmaier, Application Systems Supervisor  
U.S. Department of Education  
Federal Student Aid  
830 First Street, NE  
UCP-63E2  
Washington, DC 20202-5454  
Telephone: (202) 377-3926  
Email: [James.Barthmaier@ed.gov](mailto:James.Barthmaier@ed.gov)

## **XVIII. Integration**

This CMA, including Attachments 1 and 2, and the accompanying FS Forms 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 SSN and citizenship data for the purposes described in this CMA. SSA and ED have made no representations, warranties, or promises outside of this CMA. This CMA takes precedence over any other agreements that may conflict with it.

## **XIX. Disclaimer**

SSA is not liable for any damages or loss resulting from errors in information provided to ED under this CMA. SSA is not liable for damages or loss resulting from the destruction of any materials or data provided by ED. All information furnished to ED is subject to the limitations and qualifications, if any, transmitted with such information. If, because of any such error, loss, or destruction, SSA must re-perform the services, ED will treat

the additional cost as a part of the full costs incurred in compiling and furnishing such information and will pay for such additional costs.

The performance or delivery by SSA of the goods and/or services described herein and the timeliness of said delivery are authorized only to the extent that they are consistent with proper performance of the official duties and obligations of SSA and the relative importance of this request to others. If for any reason SSA delays or fails to provide services, or discontinues the services or any part thereof, SSA is not liable for any damages or loss resulting from such delay or for any such failure or discontinuance.

**XX. Authorized Signatures**

**Electronic Signature Acknowledgement:** The signatories may sign this document electronically by using an approved electronic signature process. By signing this document electronically, the signatory agrees that the signature they provide has the same meaning and legal validity and effect as a handwritten signature.

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**

\_\_\_\_\_  
Michelle L. Christ  
Deputy Executive Director  
Office of Privacy and Disclosure  
Office of the General Counsel

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Matthew D. Ramsey  
Chair, Data Integrity Board  
Social Security Administration

\_\_\_\_\_  
Date

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.

**U.S. DEPARTMENT OF EDUCATION**

\_\_\_\_\_  
Richard Cordray  
Chief Operating Officer  
Federal Student Aid  
U.S. Department of Education

\_\_\_\_\_  
Date

ED's DIB has reviewed this CMA and approves it. 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.

\_\_\_\_\_  
Kevin Herms  
Senior Agency Official for Privacy  
Chair, Data Integrity Board  
U.S. Department of Education

\_\_\_\_\_  
Date

Attachments:

Attachment 1: Cost Benefit Analysis

Attachment 2: EVS User Guide