

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

Match #1030

I. Purpose

This computer matching agreement (agreement) establishes the terms, conditions, and safeguards under which the Social Security Administration (SSA) will verify Social Security numbers (SSN) and disclose Title II of the Social Security Act (Act) benefit data to the Department of Veterans Affairs (VA). VA will use this data to update its master records of VA beneficiaries and their dependents receiving income-dependent benefits and to adjust VA income-dependent benefits.

II. Legal Authority

Under 38 U.S.C. § 5106, SSA must provide information to VA for purposes of determining eligibility for or amount of benefits, or verifying other information. Additional legal authority for SSA to disclose information under this agreement is section 1106 of the Act (42 U.S.C. § 1306); the Privacy Act, 5 U.S.C. § 552a; and section 7213 of the Intelligence Reform and Terrorism Prevention Act of 2004 (Pub. L. No. 108-458).

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; Office of Management and Budget (OMB) final guidance interpreting this act published at 54 Federal Register (Fed. Reg.) 25818 (June 19, 1989); and OMB Circular A-130, "*Managing Information as a Strategic Resource.*"

III. Responsibilities of the Parties

A. VA Responsibilities

1. VA will provide SSA with an electronic file in a format defined by SSA that contains the necessary identifying information for applicable beneficiaries and their dependents who are receiving income-dependent benefits. The responsible component for VA is the Veterans Benefits Administration (VBA).
2. VA will provide Congress and OMB with notice of this program and will publish the required matching notice in the *Federal Register*.
3. VA will use the information provided under this agreement only for the purposes set forth in this agreement.

B. SSA Responsibilities

1. SSA will provide an SSN verification for each record that VA submits based on a review of the Master Files of SSN Holders and SSN Applications (Enumeration System).
2. SSA will provide Title II payment data from the Master Beneficiary Record (MBR) for only those SSNs that verify against the Enumeration System.

IV. Justification and Anticipated Results

A. Justification

Under 38 U.S.C. § 5106, Federal agencies must disclose information to VA to allow VA to verify the income information submitted by income-dependent beneficiaries. The most cost-effective and efficient way for VA to verify statements of VA income-dependent beneficiaries about benefits SSA pays to those beneficiaries and their dependents is by means of a computer match.

B. Anticipated Results

VA expects to have a net savings of approximately \$47.7 million over the period of this agreement from September 2022 through March 2024 by performing this matching program. SSA does not expect any savings for any SSA programs as a result of this matching program. VA based the estimate on the result of the most recent match of the records between SSA and VA. See Attachment 1 for the cost-benefit analysis.

V. Procedures for Individualized Notice

A. Applicants

VA and SSA will notify all applicants who apply for benefits that information in their respective records is subject to computer matches with other agencies. VA's notice consists of appropriate language printed on its application forms. SSA's notice consists of appropriate language printed on application forms and separate handouts when necessary.

B. Beneficiaries

VA will provide subsequent periodic notices to its respective beneficiaries. VA's notice consists of appropriate language, mailed by check stuffer or letter, to all

affected beneficiaries.

VI. Description of Records Matched

A. Systems of Records

1. SSA will disclose the necessary benefit information electronically from the MBR, system of records (SOR) number 60-0090, last fully published at 71 Fed. Reg. 1826 (January 11, 2006), amended at 72 Fed. Reg. 69723 (December 10, 2007), 78 Fed. Reg. 40542 (July 5, 2013), 83 Fed. Reg. 31250-31251 (July 3, 2018), and 83 Fed. Reg. 54969 (November 1, 2018).
2. SSA will disclose SSN verification information from the Enumeration System, SOR number 60-0058, last fully published at 75 Fed. Reg. 82121 (December 29, 2010), amended at 78 Fed. Reg. 40542 (July 5, 2013), 79 Fed. Reg. 8780 (February 13, 2014), 83 Fed. Reg. 31250-31251 (July 3, 2018), 83 Fed. Reg. 54969 (November 1, 2018) and 87 Fed. Reg. 263 (January 4, 2022).

The information in these systems of records may be updated during the effective date of this agreement as required by the Privacy Act. Additionally, the SORs involved in this agreement have routine uses permitting the disclosures needed to conduct the exchange.

3. VA records involved in this match are in “VA Compensation, Pension, Education, and Vocational Rehabilitation and Employment Records – VA” (58 VA 21/22/28), a system of records that was first published at 41 Fed. Reg. 9294 (March 3, 1976), amended at 77 Fed. Reg. 42594 (July 19, 2012), and last amended and republished in its entirety at 84 Fed. Reg. 4138 (February 14, 2019).

B. Number of Records

1. VA will provide SSA a quarterly finder file with information concerning approximately 500,000 beneficiaries and dependents of beneficiaries of VA income-dependent benefits.
2. SSA will verify SSNs against the Enumeration System for every record VA submits on the quarterly finder file and provide VA with reply records that contain the SSN verification.
3. For records that verify against the Enumeration System, SSA will also provide VA with payment data from SSA’s MBR records, as shown in Attachment 2.

C. Specified Data Elements

VA will provide SSA with an electronic file in a format defined by SSA that contains the necessary identifying information for applicable beneficiaries and their dependents. Each VA input file will contain variables 1-17 listed in Attachment 2. SSA will match the file against the Enumeration System and MBR and will generate an output file with information on items 18-39 of Attachment 2 for each of VA's records containing a verified SSN.

D. Frequency of Matching

This match will occur quarterly.

VII. Verification Procedure and Opportunity to Contest

The Privacy Act, 5 U.S.C. § 552a(p)(1)(A)(ii), permits a source agency's Data Integrity Board (DIB) to waive the independent verification requirement if certain conditions are met. The SSA DIB, as the source agency in this match, determined that: 1) the information involved in this match is limited to identification and the amount of benefits paid under a Federal benefit program and 2) there is a high degree of confidence that the information SSA is providing to VA is accurate. Thus, VA can suspend, terminate, reduce, or make a final denial of any financial assistance or payment under a Federal benefit program to an individual without independently verifying the identification and amount of benefits information provided to it by SSA.

A. Sixty days before taking any adverse action based on the information received from the match, VA will provide all the beneficiaries for whom VA decides such adverse action is necessary, with the following information:

1. VA received information from SSA that indicates why VA believes an adverse action is necessary; and
2. The beneficiary has 60 days to contest the proposed adverse action.

B. The notice will state that unless the beneficiary contests the proposed adverse action within sixty days, VA will conclude that the matching data provided by SSA is correct and will take the necessary actions regarding the beneficiary's payment. Upon completion of any adverse action, VA will notify the beneficiary of applicable appeal rights, amount of overpayment, if any, and procedures for requesting waiver of the overpayment.

VIII. Procedures for Retention and Timely Destruction of Identifiable Records

A. VA

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

B. SSA

SSA will delete the matching file once the match is completed.

IX. Security Procedures

SSA and VA will comply with the requirements of the Federal Information Security Management Act (FISMA), 44 U.S.C. Chapter 35, Subchapter II, as amended by the Federal Information Security Modernization Act of 2014 (Pub. L. 113-283); related OMB circulars and memoranda, such as Circular A-130, *Managing Information as a Strategic Resource* (July 28, 2016), and Memorandum M-17-12 *Preparing for and Responding to a Breach of Personally Identifiable Information* (January 3, 2017); National Institute of Standards and Technology (NIST) directives; and the Federal Acquisition Regulations including any applicable amendments published after the effective date of this agreement. These laws, directives, and regulations include requirements for safeguarding Federal information systems and personally identifiable information (PII) used in Federal agency business processes, as well as related reporting requirements. Both agencies recognize and will implement the laws, regulations, NIST standards, and OMB directives including those published 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 an incident involving the loss or breach of PII provided by SSA or VA under the terms of this agreement, they will follow the incident reporting guidelines issued by OMB. In the event of a reportable incident under OMB guidance involving PII, the agency experiencing the incident is responsible for following its established procedures, including notification to the

proper organizations (e.g., United States Computer Emergency Readiness Team and the agency's privacy office). In addition, the agency experiencing the incident (e.g., electronic or paper) will notify the other agency's Systems Security Contact named in this agreement. If 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 Computer Systems 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 issued by OMB. 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 users (e.g., employees, contractors, etc.) who need it to perform their official duties in connection with the uses of the data authorized in this agreement. Further, VA will advise all personnel who will 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 during duty hours as well as non-duty hours or when not in use (e.g., door locks, card keys, biometric identifiers, etc.). Only authorized personnel will transport the data matched and any data created by the match. 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. 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 Policy and Procedures

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

G. Security Assessments

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

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

SSA and VA will adhere to the following limitations on the use, duplication, disclosure of the electronic files, and data provided by the other agency under this agreement:

1. VA and SSA will use and access the data only for the purpose described in this agreement.
2. VA and SSA will not use the data to extract information concerning individuals for any purpose not specified by this agreement.
3. VA and SSA will advise all personnel who will have access to the records matched and to any records created by the match of the confidential nature of the information, the safeguards required to protect the information, and the civil and criminal sanctions for noncompliance contained in applicable Federal laws.
4. VA and SSA will not duplicate or disseminate the data, within or outside their

respective agency, without the written permission of the other agency. VA and SSA will not give such permission unless Federal law requires disclosure, or the disclosure is essential to the matching program. For such permission, the agency requesting permission must specify in writing what data they are requesting be duplicated or disseminated and to whom, and the reasons that justify such duplication or dissemination.

XI. Accuracy Assessments

The SSA Enumeration System used for SSN matching is 100 percent accurate based on SSA's Office of Quality Review (FY 2018 Enumeration Accuracy Report, April 2019)."

SSA does not have an accuracy assessment specific to the other data elements listed in this agreement. However, SSA conducts periodic, statistically valid, stewardship (payment accuracy) reviews, in which the benefits or payments listed in this agreement are included as items available for review and correction. SSA quality reviewers interview the selected OASDI and SSI beneficiaries/recipients and redevelop the non-medical factors of eligibility to determine whether the payment was correct. Based on the available study results, we have a reasonable assurance that SSA's accuracy assumptions of a 95 percent confidence level for the monthly benefits or payments listed in this agreement FY 2020 Title II Payment Accuracy Report, August 2021; FY 2021 Title XVI Payment Accuracy Report, July 2021).

Previous matches with the same files indicate that based on the internal verification of the name and SSNs in VA records, VA records are 99 percent accurate and that, based on the internal verification procedures, at least 99 percent of the benefit information in VA records is accurate.

XII. Comptroller General Access

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

XIII. Reimbursement

Pursuant to 38 U.S.C. § 5106, SSA is statutorily required to provide the information requested by VA under this agreement at no cost to VA.

XIV. Duration, Modification, and Termination

A. Effective Date

The effective date of this agreement is September 12, 2022, provided that VA

reported the proposal to re-establish this matching program to the Congressional committees of jurisdiction and OMB in accordance with 5 U.S.C. § 552a(o)(2)(A) and OMB Circular A-108 (December 23, 2016), and VA published notice of the matching program in the Federal Register in accordance with 5 U.S.C. § 552a(e)(12).

B. Duration

This agreement will be in effect for a period of 18 months.

C. Renewal

The DIBs 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.

SSA may make an immediate, unilateral suspension of the data flow or termination of this agreement if SSA:

1. Determines that there has been an unauthorized use or disclosure of information by VA;
2. Determines that there has been a violation of or failure to follow the terms of this

agreement; or

3. Has reason to believe that VA breached the terms for security of data.

If SSA suspends the data flow in accordance with this section, SSA will suspend the data until SSA makes a definite determination of a breach.

XV. Persons to Contact

A. SSA Contacts

Data Exchange Issues

Stephanie Meilinger, Agreement Liaison
Office of Data Exchange, Policy Publications, and International Negotiations
Office of Data Exchange and International Agreements
6401 Security Boulevard
4-C-8-D Annex
Baltimore, MD 21235
Telephone: (410) 966-0476
Email: Stephanie.Meilinger@ssa.gov

Matching Agreement Issues

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Office of the General Counsel
Office of Privacy and Disclosure
Social Security Administration
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Email: Sonia.V.Robinson@ssa.gov

Systems Operations Issues

Angil Escobar, Branch Chief
DDE/Verifications and Exchanges Analysis Branch of Office of Enterprise Information
Systems
Office of Systems
6401 Security Boulevard, 3-F-3 Robert M. Ball Building
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Email: Angil.Escobar@ssa.gov

Systems Security Issues

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

B. VA Contacts

Program Policy

Victor D. Hall
Program Analyst
Pension and Fiduciary Service (21PF)
Veterans Benefits Administration
810 Vermont Avenue, 21PF
Washington, D.C. 20420
Telephone: (202) 461-9385
Email: Victor.Hall2@va.gov
or Pension&Fiduciary.VBACO@va.gov

Computer Systems

Pete Sevilla, Chief
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22 North of 22nd Street
Hines, IL 60141
Telephone: (708) 483-5137
Email: Pete.Sevilla@va.gov

Dean Cutler, Chief
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Hines Information Technology Center
Department of Veterans Affairs
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Hines, IL 60141
Telephone: (512) 326-3125
Email: Dean.Cutler@va.gov

XVI. Integration Clause

This agreement and Attachments 1 and 2 constitute the entire agreement of the parties with respect to its subject matter and supersede all other data exchange agreements between the parties that pertain to SSA's disclosure of the specified data from its MBR and the Enumeration System to VA, for the purposes described herein. SSA and VA have made no representations, warranties, or promises made outside of this agreement. This agreement takes precedence over any other documents that may be in conflict with it.

XVII. Disclaimer

SSA is not liable for any damages or loss resulting from errors in information provided to VA under this agreement. SSA is not liable for damages or loss resulting from the destruction of any materials or data provided by VA. All information furnished to VA is subject to the limitations and qualifications, if any, transmitted with such information.

XVIII. 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 the agreement.

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

DEPARTMENT OF VETERANS AFFAIRS

NILIJAH E.
CARTER 135523

Digitally signed by NILIJAH
E. CARTER 135523
Date: 2022.04.26 16:36:54
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Dr. Nilijah E. Carter
Executive Director
Pension & Fiduciary Service
Veterans Benefits Administration

Date

APPROVED:

FAITH
ROY

Digitally signed by
FAITH ROY
Date: 2022.05.19
14:03:47 -04'00'

Faith Roy
Chairperson, Data Integrity Board
Department of Veterans Affairs

Date

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SOCIAL SECURITY ADMINISTRATION

MARY
ZIMMERMAN

Digitally signed by
MARY ZIMMERMAN
Date: 2022.05.12
17:19:08 -04'00'

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

Date

APPROVED:

Matthew D. Ramsey, Chair
Data Integrity Board

Date

Attachment 1

Cost Benefit Analysis

**VBA Cost Methodology
Renewal of the Computer Matching Agreement with the
Social Security Administration (SSA)
SSA Match #1030**

Identification

This estimate is provided in association with the renewed computer matching agreement with SSA to allow VBA to verify earned income from SSA for purposes of determining either eligibility or continued eligibility of income-dependent compensation and pension benefits.

Summary

The computer matching agreement renews an existing agreement between SSA and VBA for an additional 18 months, from September 2022 through March 2024. Under this agreement, SSA will continue to disclose tax return information from SSA's Master Beneficiary Record (MBR) to VBA for purposes of determining either eligibility or continued eligibility for income-dependent compensation and pension benefits.

Mandatory Savings

VBA estimates total savings from the SSA data match will be \$47.7 million from FY 2022 through FY 2024. However, the impact of this agreement is already incorporated into the Compensation and Pension account's baseline budget, so VBA will not need to adjust appropriation requests.

| FY | Cost Avoidance (\$000) | Reductions and Terminations (\$000) | Collected Overpayments (\$000) | Total Obligations/ (Savings) (\$000) |
|--------------|-------------------------------|--------------------------------------------|---------------------------------------|---------------------------------------------|
| 2022 | (\$2,362) | (\$175) | (\$10) | (\$2,547) |
| 2023 | (\$29,122) | (\$2,325) | (\$58) | (\$31,505) |
| 2024 | (\$12,526) | (\$1,066) | (\$12) | (\$13,603) |
| Total | (\$44,009) | (\$3,566) | (\$80) | (\$47,655) |

Mandatory Savings Methodology

VBA's Office of Performance Analysis and Integrity provided savings from IRS and SSA computer matching agreements in FY 2019-2021, broken-out by:

1. Reduced benefits,
2. Terminated benefits, and
3. Suspended benefits.

Due to the strict requirements regarding the handling of correspondence involving Federal Tax Information and the COVID-19 pandemic, VBA suspended post-award audits beginning in March 2020. Therefore, for purposes of this cost estimate, VBA used the 2019 data from PA&I because it was the last full year during which the post-award audits were conducted. VBA anticipates resuming these audits in quarter three of FY 2022.

Cost avoidance was estimated based on actual upfront verification matches and debt collections from the IRS and SSA in FY 2016 projected as a percentage of total pension obligations from the FY 2022 President's Budget. For purposes of this cost estimate, Pension and Fiduciary (P&F) Service assumes the IRS and SSA computer matching agreements each account for 50 percent of the total savings reflected in the compiled data.

P&F assumes savings will continue in out-years for each of these categories.

1. Reductions and Terminations: P&F Service assumes reductions and terminations will increase by ten percent annually. The post-award audit process was suspended during the COVID-19 pandemic and is expected to re-start in quarter three of FY 2022. Updated matches will be provided, resulting in more terminations and reductions of benefits.
2. Collections: P&F Service assumes collections from overpayments will diminish by 50 percent annually since overpayments will be avoided by use of the upfront verification process for initial claims.
3. Cost Avoidance: For purposes of this cost estimate, cost avoidance from upfront verification is anticipated to remain a constant percentage of pension obligations in the out-years. The potential cost avoidance also accounts for temporarily suspended benefits.

The computer matching agreement will be renewed for 18 months. For purposes of this cost estimate, annual savings were prorated to reflect the effective dates of September 2022 through March 2024.

Discretionary Estimate

Any FTE or GOE requirements associated with executing the data match or making payment adjustments will be completed within current staffing levels. Any FTE or GOE savings will be redirected to other critical initiatives.

Contacts

For questions and comments regarding the mandatory estimate, contact Brad Dutton, OFM Benefits Budget Staff. For questions regarding the discretionary estimate, contact Jessica Eberhardt, OFM Discretionary Budget Staff.

Attachment 2

VA/T2 Data Elements

- 1 Social Security Number for Primary Number Holder
- 2 Last Name
- 3 First Name
- 4 Middle Name/Initial
- 5 Date of Birth (MMDDCCYY)
- 6 Sex Code (Blank)
- 7 VA File Number
- 8 Agency Code "VA"
- 9 Type of Benefit
- 10 Veteran with Spouse Indicator
- 11 Payee Number
- 12 Type of Record
- 13 Verified Payment Indicator
- 14 Verification Indicator
- 15 Processing Code "212"
- 16 Verification Account Number (VAN)
- 17 Blanks, or Multiple Request Code
- 18 Verification Code
- 19 Death Indicator
- 20 Filler
- 21 Type of Benefit – Retirement (R), Disability (D) or Survivor (S)
- 22 MBC (Monthly Benefit Credited)
- 23 MBP (Monthly Benefit Payment)
- 24 Medicare Deduction (SMI-B)
- 25 Effective Date of Monthly Social Security Payment "CCYYMM"
- 26 LAF Code (D=Deferred/withheld money), (E=Monies paid through the Railroad Board),
(C=Current pay)
- 27 Type of Benefit – Retirement (R), Disability (D), or Survivor (S)
- 28 MBC (Monthly Benefit Credited)
- 29 MBP (Monthly Benefit Payment)
- 30 Medicare Deduction (SMI-B)
- 31 Effective Date of Monthly Social Security Payment "CCYYMM"

- 32 LAF Code (D=Deferred/withheld money), (E=Monies paid through the Railroad Board),
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- 37 Effective Date of Monthly Social Security Payment “CCYYMM”
- 38 LAF Code (D=Deferred/withheld money), (E=Monies paid through the Railroad Board),
(C=Current pay)
- 39 Filler

*[Some terms are repeated]