THE 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 benefit data under Title II of the Social Security Act (Act) 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 (Pub. L. 100-503); Office of Management and Budget (0MB) final guidance interpreting this act published at 54 Federal Register (Fed. Reg.) 25818 (June 19, 1989); and 0MB 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 0MB 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 benefit 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 I 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.

C. Federal Register Notice

In addition to the direct notice procedure, VA will publish notice of this matching program in the Federal Register.

VI. Description of Records Matched

A. Systems of Records

1. SSA will disclose the necessary benefit information electronically from the MBR, system ofrecords (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), 83 Fed. Reg. 54969 (November **l,** 2018), and 89 Fed. Reg. 825 (January 5, 2024).

2. SSA will disclose SSN verification information from the Enumeration System, SOR number 60-0058, last fully published at 87 Fed. Reg. 263 (January 4, 2022).

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), and amended at 86 Fed. Reg.61858 (November 8, 2021).

The information in these SORs may be updated during the effective date of this agreement as required by the Privacy Act. The Systems of Records involved in this computer matching program have routine uses permitting the disclosures needed to conduct this match.

B. Number of Records

1. **VA will** provide SSA a quarterly finder file with information concerning approximately 300,000 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 benefit 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.

VTI. Verification Procedure and Opportunity to Contest

The Privacy Act, 5 U.S.C. § 552a(p)(l)(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: I) 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:

I. 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 retain only the relevant and necessary information in its database and 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 of2014 (Pub. L. 113-283); related 0MB circulars and memoranda, such as Circular A-130, *Managing Information as a Strategic Resource* (July 28, 2016), and Memorandum M-17-12 *Preparing/or 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 0MB 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 0MB. In the event of a reportable incident under 0MB guidance involving PII, the agency experiencing the incident is responsible for following its established procedures, including notification to the proper organizations (e.g., Cybersecurity & Infrastructure Security Agency (CISA) 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 within one hour of discovering the incident. 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 PU breach notification policies and related procedures issued by 0MB. 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 ofreciprocity 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 2022 Enumeration Accuracy Report, March 2023)."

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 2021 Title II Payment Accuracy Report, August 2022; FY 2021 Title XVI Payment Accuracy Report, July 2022).

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.

XU. **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 March 11, 2025, provided that VA reported the proposal to re-establish this matching program to the Congressional committees of jurisdiction and 0MB in accordance with 5 U.S.C. § 552a(o)(2)(A) and 0MB 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)(l2).

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:

I. 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
640I Security Boulevard
4-C-8-D Annex
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Telephone: (410) 966-0476
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Matching Agreement Issues

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Systems Operations Issues

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DDENerifications and Exchanges Analysis Branch (VEAB)
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B. VA Contacts

VA Contacts

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Dean Cutler, Chief
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Email: Dean.Cutler@va.gov

XVI. Integration Clause

This agreement and Attachments I 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, including any conflicting terms in any Interconnection Security Agreement (ISA) entered into in accordance with NIST SP 800-47 governing the interconnections between information technology systems that will be utilized for the transfer of information under this agreement.

XVII. Disclaimer

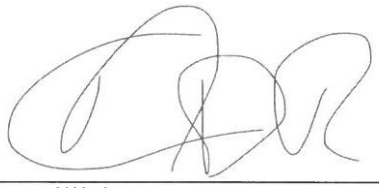
SSA is not liable for any damages or loss resulting from errors in information provided to VA under this agreement. SSA is not liable for damages or loss resulting from the destruction of any materials or data provided by VA. All information furnished to VA is subject to the limitations and qualifications,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

DEPARTMENT OF VETERANS AFFAIRS



06-04-2024

Dr. Nilijah E. Carter
Executive Director
Pension & Fiduciary Service
Veterans Benefits Administration

Date

APPROVED:

JOHN OSWALT
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08/29/2024

John Oswalt
Chair, Data Integrity Board
Department of Veterans Affairs

Date

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 the agreement.

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.

SOCIAL SECURITY ADMINISTRATION

Michelle Christ Digitally signed by Michelle Christ
Date: 2024.06.14 10:21:13-04'00'

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

Date

APPROVED:

Matthew Ramsey Digitally signed by Matthew Ramsey
Date: 2024.09.03 20:03:40 -04'00'

Matthew D. Ramsey, Chair
Data Integrity Board

Date

Attachment 1

Cost Benefit Analysis

VBA Cost Methodology
Reestablishment 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 continued eligibility of income-dependent benefits.

Summary
The computer matching agreement renews an existing agreement between SSA and VBA for an additional 18 months, from March 11, 2025 through September 10, 2026. The agreement extends the terms, conditions, and safeguards under which SSA discloses data from its records to VBA. This data match provides VBA with data to update its master records of Veterans and dependents receiving income-dependent VA benefits, and to adjust benefits accordingly. The data match is one of multiple mechanisms utilized by VBA to verify the income of beneficiaries.

Under this agreement, VBA will provide SSA with information concerning certain Veteran and Survivor beneficiaries. In return, SSA will provide a response record for individuals identified by VBA.

Mandatory Estimate
VBA estimates mandatory savings from the SSA data match will be $119.0 million between 2025 and 2029 for matches completed from March 11, 2025 through September 10, 2026. However, the impact of this agreement is already incorporated in VBA's baseline budget; therefore VBA will not need to adjust its mandatory appropriation requests.

FY	Savings from Reductions and Terminations ($000)	Savings from Collecting Overpayments* ($000s)	Total Savings ($000)
2025	($10,750)	($7,044)	($17,795)
2026	($17,068)	($21,751)	($38,819)
2027	$0	($27,343)	($27,343)
2028	$0	($23,821)	($23,821)
2029	$0	($11,184)	($11,184)
Total	**($27,819)**	**($91,143)**	**($118,961)**

**Savings beyond 2026 are debt collections recoveredfi'om the matches performed during the period covered in this agreement.*

Mandatory Estimate

Two categories of savings are associated with this matching agreement:

1. Reductions and Terminations: Verification of income for running benefit awards will result in savings as future awards are reduced and terminated. P&F Service provided savings associated with the SSA match broken out by reductions ($3.3 million) and terminations ($1.9 million) for January-April 2024. For purposes of this estimate, this amount was annualized to estimate a total savings of $20.7 million for FY 2024. Savings for FY 2025 and FY 2026 were calculated by determining the ratio of FY 2024 reductions and terminations compared to total estimated pension obligations for FY 2024 from the 2025 President's Budget and applying this ratio to estimated pension obligations for FY 2025 and FY 2026.

2. Collections: Verification of income for running awards will result in debts being established for previous overpayments. According to VA's Debt Management Center, based on the data from January-April 2024, $21.2 million in debt was established. For purposes of this estimate, this amount was annualized to estimate a total of $84.8 million in established debt for FY 2024. To estimate the amount of debt established in FY 2025 and FY 2026, the ratio of the debt to the estimated pension benefit obligations for FY 2024 from the FY 2025 Presidents Budget was applied to the estimated FY 2025 and FY 2026 Pension obligations. Historical data shows that approximately 80% of debts established for the mandatory Compensation and Pensions account are recovered. This percentage is applied to the estimated debts established based on this matching agreement in FY 2025 and FY 2026 to estimate the amount VA would recoup and save. In FY 2025, an estimated $63.3 will be recovered. P&F Service assumes that 20% of this amount will be recoupled in FY 2025, 30% in FY 2026, 30% in FY 2027, and 20% in FY 2028. These percentages were applied to the FY 2026 debts recovered to estimate the amount of collections in subsequent years through FY 2029.

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 March 11, 2025 through September 10, 2026

Discretionary Estimate

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

Contacts

For questions and comments regarding the mandatory estimate, contact MaryAnn Tarr, OFM Benefits Budget Staff. For questions regarding the discretionary estimate, please contact, Stanley Monickam, OFM Discretionary Budget Staff.

Attachment 2

VA/T2 Data Elements

	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), (C=Current pay)
33 Type of Benefit - Retirement (R), Disability (D), or Survivor (S)
34 MBC (Monthly Benefit Credited)
35 MBP (Monthly Benefit Payment)
36 Medicare Deduction (SMI-B)
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]