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

Effective: May 11, 2017
Expiration: November 10, 2018
(Match #1008)

I. Purpose

This computer matching agreement sets forth the terms, conditions, and safeguards under which the Department of Veterans Affairs (VA), Veterans Benefits Administration (VBA) will provide the Social Security Administration (SSA) with information necessary to: (1) identify certain Supplemental Security Income (SSI) and Special Veterans Benefit (SVB) recipients under Title XVI and Title VIII of the Social Security Act (Act), respectively, who receive VA-administered benefits; (2) determine the eligibility or amount of payment for SSI and SVB recipients; and (3) identify the income of individuals who may be eligible for Medicare cost-sharing assistance through the Medicare Savings Programs (MSP) as part of the agency's Medicare outreach efforts.

II. Legal Authority

This agreement is executed in compliance with section 1106 of the Act (42 U.S.C. § 1306), the Privacy Act of 1974 (5 U.S.C. § 552a), as amended by the Computer Matching and Privacy Protection Act of 1988, and the regulations and guidance promulgated thereunder.

The legal authorities for SSA to conduct this computer matching are sections 806(b), 1144, and 1631(e)(1)(B) and (f) of the Act (42 U.S.C. §§ 1006(b), 1320b-14, and 1383(e)(1)(B) and (f)).

The legal authority for VA to disclose information under this agreement is section 1631(f) of the Act (42 U.S.C. § 1383(f)), which requires Federal agencies to provide such information as the Commissioner of Social Security needs for purposes of determining eligibility for or amount of benefits, or verifying other information with respect thereto.

III. Definitions

A. "Compensation and Pension Payment Data" means information pertaining to compensation and pension benefits paid to anyone by VA based on an individual's military service.

B. "Medicare Outreach Efforts" means SSA activities designed to identify and notify Medicare beneficiaries under section 1144 of the Act who may be eligible for medical assistance for payment of the cost of Medicare cost-sharing under the Medicaid
program. SSA provides lists of those who received notification about Medicare cost-sharing assistance to the state agencies that administer MSP.

IV. Responsibilities of the Parties

A. SSA

1. SSA will update its Supplemental Security Record (SSR) to reflect the VA compensation and pension payment data.

2. SSA will use the VA compensation and pension payment data to determine the eligibility or amount of payment for SSI or SVB recipients.

3. SSA will identify the income of individuals identified in section 1144 of the Act to determine their potential eligibility for the MSP.

4. SSA will provide Congress and the Office of Management and Budget (OMB) with notice of this program and will publish the required matching notice in the Federal Register (FR).

B. VA/VBA

1. VA will disclose VA compensation and pension payment data to SSA.

2. The components responsible for this disclosure on behalf of VA are the VBA’s Compensation Service and Pension and Fiduciary Service.

V. Justification and Anticipated Results

A. Justification

Sections 806(b) and 1631(e)(1)(B) of the Act (42 U.S.C. §§ 1006(b) and 1383(e)(1)(B)) require SSA to verify the declarations of applicants for and recipients of SSI or SVB payments concerning eligibility factors and other relevant facts with independent or collateral sources before making determinations of eligibility or payment amounts.

Section 1631(f) of the Act (42 U.S.C. § 1383(f)) requires Federal agencies to furnish SSA with information necessary to verify SSI eligibility and amount of benefits. Section 1144 of the Act (42 U.S.C. § 1320b-14) requires SSA to conduct outreach efforts for the MSP. Computer matching is the most efficient and comprehensive method of collecting and comparing this information. No other administrative activity can accomplish this purpose with the same degree of efficiency.
B. Anticipated Results

The benefit to the United States Treasury of this matching operation is the correction of those cases where there is a decrease in the monthly payment amount and the prevention of future overpayments. Based upon the latest evaluation of the match, the total benefit of this match is $1,595,917.45. The cost to SSA for this matching operation is $154,424.79; thus showing the matching operation to be cost-effective with a benefit-to-cost ratio of 10.33:1. Please see Attachment for a copy of the full Cost Benefit Analysis (CBA).

VI. Description of Matched Records

A. Systems of Records

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

SSA will match the VA data with SSI/SVB payment information maintained in its SOR entitled “Supplemental Security Income Record and Special Veterans Benefits” (60-0103), last published at 71 FR 1830 (January 11, 2006).

B. Number of Records

Between September 2014 through August 2015, SSA received 867,259 records from the VA; 737,093 of which matched SSA/SSR records. The system processed automated updates to 80,458 records and made 7,494 payment adjustments. Of these 7,494 payment adjustments, we suspended 6,230 monthly benefit payments, decreased 1,047 monthly benefit payments, and increased 217 monthly benefit payments. SSA had no prior report of VA income in 5,153 of the 6,230 cases in which we suspended monthly benefit payments, and in 613 of the 1,047 cases in which we decreased the monthly benefit payments.

C. Specified Data Elements

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

D. Frequency of Matching

VA will furnish SSA with an electronic file containing VA compensation and pension payment data monthly. The actual match will take place approximately during the first week of every month.
VII. **Accuracy Assessments**

Previous matches with the same files indicate that the SSNs on VA records are 99 percent accurate. The VA compensation and pension data are virtually 100 percent accurate at the time of creation. Based on internal consistency checks and SSN/name verification procedures, SSA estimates that at least 99 percent of the name and SSN information on the SSR is accurate.

VIII. **Procedures for Individualized Notice**

SSA will notify applicants or representative payees directly at the time of application for SSI or SVB payments and, for recipients, annually during the life of the match, that SSA will match their records against those of other agencies. SSA will also publish a notice of this matching program in the FR. The notice will conform to standards set by OMB and the SSA Data Integrity Board (DIB).

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

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

SSA will determine if the data on VA's file is consistent with the data on SSA's file. If the data is not consistent, SSA will contact the individual or representative payee to confirm the data.

At least 10 days (the applicable time period currently established under the SSI and SVB programs) before taking any adverse action based on the information received from the match, SSA will provide written notice to each individual or representative payee for whom SSA decides such adverse action is necessary. The notice will inform the individual of the match findings and provide the following information:

1. SSA has received information from VA pertaining to receipt of a compensation or pension payment, which indicates that an adverse action affecting the individual's SSI or SVB eligibility or payments is necessary.

2. In order to prevent an action to suspend or reduce benefits, the individual has 10 days (the applicable time period currently established under the SSI and SVB programs) from the date of the notice to contact SSA to contest the adverse decision and submit evidence, if required, to support a decision that benefits should not be suspended or reduced. Unless the individual notifies SSA otherwise within 10 days from the date of the notice, SSA will conclude that the data VA provides is correct and will make the necessary adjustment to the individual's SSI or SVB payment. SSA will consider
failure to respond to the notice sufficient justification for taking the adverse action. SSA will permit further appeals of adverse action as described in applicable SSI and SVB instructions and regulations.

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

SSA will retain the electronic files received from VA only for the period of time required for any processing related to the matching program and will then destroy them by means of electronic erasure following VA Handbook 6500.1, Electronic Media Sanitization. SSA must retain some information on particular individuals, which this matching program will generate, in order to meet evidentiary requirements. If such retention is warranted, SSA will retire the retained records in accordance with applicable Federal Records Retention Schedules (44 U.S.C. § 3303a). SSA will not create a separate file or system containing the data VA provides to SSA.

XI. **Security Procedures**

SSA and VA will comply with the requirements of the Federal Information Security Management Act (FISMA), 44 U.S.C. §§ 3541-3549; related OMB circulars and memoranda, such as Circular A-130, Management of Federal Information Resources (July 28, 2016), and Memorandum M-06-16, Protection of Sensitive Agency Information (June 23, 2006); National Institute of Standards and Technology (NIST) directives; and the Federal Acquisition Regulations. These laws, directives, and regulations include requirements for safeguarding Federal information systems and personally identifiable information (PII) used in Federal agency business processes, as well as related reporting requirements. Both agencies recognize and will implement the laws, regulations, NIST standards, and OMB directives including those published subsequent to the effective date of this agreement.

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

A. **Incident 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, 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 Systems Security
Contact within one hour, SSA will contact the VA Network and Security Operations
Center at 1-855-673-4357, Option 6 then Option 4.

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.

VA must follow VA’s data breach policies and procedures as set forth in Public Law
technology guidance when responding to a breach of PII.

C. Administrative Safeguards

SSA and VA will restrict access to the data matched and to any data created by the
match to only those authorized employees and officials who need it to perform their
official duties in connection with the uses of the data authorized in this agreement.
Further, SSA and VA will advise all personnel who have access to the data matched
and to any data created by the match of the confidential nature of the data, the
safeguards required to protect the data, and the civil and criminal sanctions for
noncompliance contained in the applicable Federal laws.

D. Physical Safeguards

SSA and VA will store the data matched and any data created by the match in an area
that is physically and technologically secure from access by unauthorized persons at
all times. Only authorized personnel will transport the data matched and any data
created by the match. SSA and VA will establish appropriate safeguards for such
data, as determined by a risk-based assessment of the circumstances involved.

E. Technical Safeguards

SSA and VA will process the data matched and any data created by the match under
the immediate supervision and control of authorized personnel in a manner that will
protect the confidentiality of the data, so that unauthorized persons cannot retrieve
any data by computer, remote terminal, or other means. VA will transfer the data and
SSA will store the data using FIPS 140-2 compliant encryption. Systems personnel
must enter personal identification numbers when accessing data on the agencies’
systems. SSA and VA will strictly limit authorization to those electronic data areas
necessary for the authorized analyst to perform his or her official duties.
F. Application of Policies and Procedures

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

G. Onsite Inspection

SSA and VA have the right to monitor the other agency’s compliance with FISMA and OMB M-06-16 requirements. Both agencies have the right to make onsite inspections for auditing compliance, if necessary, for the duration or any extension of this agreement.

XII. Records Usage, Duplication, and Redisclosure Restrictions

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

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

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

3. SSA will not duplicate or disseminate the files VA provides within or outside SSA without the written permission of VA. VA will not give such permission unless the law requires disclosure or the disclosure is essential to the matching program. For such permission, SSA must specify in writing what data SSA is requesting be duplicated or disseminated and to whom, and the reasons that justify such duplication or dissemination.

B. Both parties will keep an accurate accounting of disclosures from an individual’s records as required by the Privacy Act at 5 U.S.C. § 552a(c).

XIII. Comptroller General Access

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

XIV. Reimbursement

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

XV. Duration, Modification, and Termination

A. Effective Date: The effective date of this agreement is May 11, 2017, provided that the following notice periods have lapsed: 30 days from the date SSA publishes a Computer Matching Notice in the FR; 40 days from the date of the matching program notice that SSA sends to the Congressional committees of jurisdiction under 5 U.S.C. § 552a(o)(2)(A); and 40 days from the date of the matching program notice that SSA sends to OMB.

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.

VI. Integration Clause

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

A. SSA contacts:

**Program Issues**

Martha Gurka, Social Insurance Specialist  
Office of SSI and Representative Payee Policy  
Office of Income Security Programs  
Office of Retirement and Disability Policy  
6401 Security Boulevard, 2400 Robert M. Ball Building  
Baltimore, MD 21235  
Telephone: (410) 966-6416  
Fax: (410) 966-0980  
Email: Martha.Gurka@ssa.gov

**Systems Issues**

Michelle Anderson, Branch Chief  
DBIAE/Data Exchange and Verification Branch  
Office of IT Programmatic Business Support  
Office of Systems  
3108 (3-D-1) Robert M. Ball Building  
6401 Security Boulevard,  
Baltimore, MD 21235  
Telephone: (410) 965-5943  
Fax: (410) 966-3147  
Email: Michelle.J.Anderson@ssa.gov

**Systems Security Issues**

Mr. Michael G. Johnson, Director  
Division of Compliance and Oversight  
Office of Information Security  
Office of Systems  
6401 Security Boulevard, 3827 Annex  
Baltimore, MD 21235  
Telephone: (410) 965-0266  
Fax: (410) 597-0845  
E-mail: Michael.G.Johnson@ssa.gov
Matching Agreement Issues

Ruthie Bright, Government Information Specialist
Office of Privacy and Disclosure
Office of the General Counsel
6401 Security Boulevard, 617 Altmeier
Baltimore, Maryland 21235
Telephone: (410) 966-2785
Fax: (410) 966-4304
Email: Ruthie.Bright@ssa.gov

Agreement Liaison

Stephanie Meilinger
Office of Data Exchange and Policy Publication
Office of Data Exchange
6401 Security Boulevard, 4700 Annex
Baltimore, Maryland 21235
Telephone: (410) 966-0476
Email: Stephanie.Meilinger@ssa.gov

B. VA contacts:

Program Issues

Eric Robinson, Program Analyst
Compensation Service (212C)
810 Vermont Avenue, NW
Washington, DC 20420
Telephone: (202) 443-6016
Email: Eric.Robinson3@va.gov

Systems Issues

Mr. Scott A. Fagan, Senior Program Analyst
Compensation Service (215A)
Technical Rules Development Staff
Telephone: (402) 420-4233
Fax: (402) 420-4066
Email: Scott.Fagan@va.gov
Systems Security Issues

Ms. Jessica L. Carriveau, CISSP
Southern Area Network ISO
Telephone: (727) 319-5954
Fax: (727) 319-7785
Email: Jessica.Carriveau@va.gov
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 this agreement.

SOCIAL SECURITY ADMINISTRATION

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

Date

Glenn Sklar
Acting Chair
Data Integrity Board

Date
XVIII. **Signatures** (continued)

**DEPARTMENT OF VETERANS AFFAIRS**

**McCoy, Beth**

Beth Murphy, Director  
Compensation Service

Date 02/09/2017

**Cheryl J Rawls**  
195502

Cheryl Rawls, Director  
Pension and Fiduciary Service

Date

**LaShaunne G.**  
david 567193

Rob C. Thomas, II  
Chair  
Data Integrity Board

Date
Cost Benefit Analysis (CBA) Between The
Social Security Administration (SSA)
And
The Department of Veterans Affairs Veterans Benefits Administration
(Match #1008)

Objective

The objective of this CBA is to determine the cost effectiveness of the computer matching
operation between SSA/Supplemental Security Record (SSR) and the Department of Veterans
Affairs/Veterans Benefits Administration (VA/VBA).

Background

This matching operation detects unreported or underreported unearned income by identifying
Supplemental Security Income (SSI) recipients who receive Veterans Affairs (VA) pensions. VA
provides SSA with electronic payment files of compensation and pension payment data. SSA then
matches VA data with unearned income information maintained on the SSR to detect unreported
or underreported unearned income and make automated payment adjustments.

Methodology

The Office of Applications and Supplemental Security Income Systems (OASSIS) provides the
Office of Data Exchange (ODX) with a monthly report of the amount of records received from the
VA. The report contains counts and total payment adjustment amounts for those alerts that have a
corresponding SSR, as well as the dispositions of these alerts. SSA limits this report to the costs
and benefits derived from automated payment adjustments made as a result of the VA/SSR
matching operation. As a part of the study, ODX reviews the monthly-automated reports to
identify the number of cases with payment changes (suspended, decreased, or increased) for
September 2014 through August 2015.

Findings

Between September 2014 through August 2015, SSA received 867,259 records from the VA;
737,093 of which matched SSA/SSR records. The system processed automated updates to 80,458
records and made 7,494 payment adjustments. Of these 7,494 payment adjustments, we suspended
6,230 monthly benefit payments, decreased 1,047 monthly benefit payments, and increased 217
monthly benefit payments. SSA had no prior report of VA income in 5,153 of the 6,230 cases in
which we suspended monthly benefit payments, and in 613 of the 1,047 cases in which we
decreased the monthly benefit payments.
Benefits

This report focuses on the benefits associated only with automated payment adjustments due to VA/VBA benefit payments.

Over the 12-month period between September 2014 and August 2015, we suspended 6,230 monthly payments averaging $236.44. The total adjustment in suspended monthly payment amount was $1,473,021.20. We conservatively predict that these incorrect payments would have continued without this matching operation for 6 months, costing SSA $8,838,127.20.

We also decreased 1,047 benefit payments averaging $83.19. The total payment adjustment, due to decreased SSI payments, was $87,099.93. We conservatively predict that these incorrect payments would have continued without this matching operation for 6 months, costing SSA $522,599.58.

In 217 cases, the system made the automated payment adjustments based on overstated unearned income. This resulted in an average increase of $164.96 in the combined monthly payment amount for a total adjustment of $35,796.32. Just as with the detected overpayments, if this underpayment were to continue for 6 months, the underpayment would total $214,777.92.

The total benefit of this match is $1,595,917.45.

Costs

The matching agreement and operation

For each data exchange operation, we track the total salary and overhead dedicated to perform each matching operation. The FY 2015 Systems costs for the SSA and VA/VBA matching operation totaled $154,424.79 for direct services (salaries and programming).

Conclusion

The benefit to the United States Treasury of this matching operation is the correction of those cases in which SSA is required to take action to suspend, decrease, or increase monthly payment amount, based on unearned VA benefit and compensation, and the prevention of future overpayments.

Because of this matching operation, SSA avoided issuing $1,560,121.13 in overpayments and correctly adjusted 217 SSRs to pay SSI recipients $214,777.92 in underpayments. The cost to SSA for this matching operation is $154,424.79; thus showing the matching operation to be cost-effective with a benefit-to-cost ratio of 10.33:1.

This matching operation is cost-effective and we recommend continuing this matching operation.
Cost Benefit Analysis (CBA) for the Computer Matching Operation Between the Social Security Administration (SSA) and the Department of Veterans Affairs (VA) Veterans Benefits Administration (Match #1008)

Based on the totals from monthly interfaces run September 2014 - August 2015

Number of alerts sent from VA to SSA 867,259
Number of alerts matching SSA/SSR 737,093
Number of automated payment updates 7,494

Benefits

Suspended Monthly SSI Benefits
Number of Alerts with Suspended Benefits 6230
Average Suspended Benefit Amount $236.44
Total Amount of Suspended Benefits $1,473,021.20
Projected for 6 Months $8,838,127.20

Decreased Monthly SSI Benefits
Number of Records with a Decrease in Monthly Payment Amount 1047
Average Payment Adjustment $83.19
Total Monthly Benefit Adjustment $87,099.93
Projected for 6 Months $522,599.58

Increased Monthly SSI Benefits
Number of Records with an Increase in Monthly Payment Amount 217
Average Payment Adjustment $164.96
Total Monthly Benefit Adjustment $35,796.32
Projected for 6 Months $214,777.92

Total Benefit $1,595,917.45

Costs
Systems Costs (Office of Systems, Budget Staff) $154,424.79
Calculations

Suspended benefits

$1,473,013.72 (total suspended benefits)/6230 (number of cases with suspended benefits) = $236,438.79 (avg. suspended benefit payment)

$236.44 (avg. suspended benefit payment, rounded) x 6230 (number of cases with suspended benefits) = $1,473,021.20 (total amount of benefits suspended)

$1,473,021.20 (total amount of suspended benefits payments) x 6 (number of months incorrect payments expected to continue) = $8,838,127.20

Decreased benefits

$87,102.53 (total decreased benefits)/1047 (number of cases with decreased benefits) = $83.19 (avg. decreased benefit payment amount)

$83.19 (avg. decreased benefit payment amount) x 1047 (number of cases with decreased benefits payments) = $87,099.93 (total amount of benefits decreased)

$87,099.93 (total amount of decreased benefit payments) x 6 (number of months incorrect payment expected to continue) = $522,599.58

Increase benefits

$35,795.67 (total increased benefits)/217 (number of cases with increased benefits) = $164.96 (avg. increased benefit payment amount, rounded)

$164.96 (avg. increased payment amount, rounded) x 217 (number of cases with increased benefits) = $35,796.32 (total amount of increased benefits payments)

$35,796.32 (total amount of benefits increased) x 6 (number of months incorrect payment expected to continue) = $214,777.92