

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

**DoD Match #88
SSA Match #1004**

I. PURPOSE

This computer matching agreement (agreement) sets forth the terms, conditions, and safeguards under which the Department of Defense (DoD), Defense Manpower Data Center (DMDC) (DoD/DMDC) will disclose military retirement payment data to the Social Security Administration (SSA). SSA will use the military retirement payment and survivor benefit payment data to verify information provided by applicants, recipients, deemors, and beneficiaries of Supplemental Security Income (SSI) payments and Special Veterans Benefits (SVB). The SSI and SVB applicants, recipients, deemors (i.e., someone other than the eligible individual or eligible spouse whose income and resources are considered when determining an individual's eligibility for SSI and the amount of his or her payment), and beneficiaries provide information about eligibility and entitlement factors (e.g., income, resources, living arrangements). SSA obtains additional information, as necessary, before making any determinations of eligibility, payments, entitlement or benefit amounts or adjustments thereto. Military retirement payments to SSI and SVB applicants, recipients, deemors, and beneficiaries include retired members, or their survivors, of the Uniformed Services, i.e., Army; Navy; Air Force; Marine Corps; Coast Guard; Space Force; and Commissioned Corps of the National Oceanic and Atmospheric Administration (but not including the Commissioned Corps of the U.S. Public Health Service). SSA will accomplish this task through a computer matching program with DoD/DMDC.

This agreement sets forth the responsibilities of SSA and DoD/DMDC with respect to the operation of this matching program. This agreement and its attachments supersede all prior agreements, information exchange agreements, data exchange agreements, and memoranda of understanding between SSA and DoD/DMDC applicable to the exchange of military retirement payment data for verifying the eligibility of individuals for SSI payments and the entitlement of individuals to SVB.

II. LEGAL AUTHORITY

This agreement 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 Privacy Protections Amendments of 1990 (Privacy Act) (5 U.S.C. § 552a) and the regulations and guidance promulgated thereunder, including Office of Management and Budget (OMB) Circular No. A-108, "Federal Agency Responsibilities for Review, Reporting, and Publication under the Privacy Act," published at 81 Fed. Reg. 94424 (Dec. 23, 2016); OMB Circular No. A-130, "Managing Information as a Strategic Resource,"

published at 61 Fed. Reg. 49689 (July 15, 2016); and “Privacy Act of 1974: Final Guidance Interpreting the Provisions of Public Law 100-503, the Computer Matching and Privacy Protection Act of 1988,” published at 54 Fed. Reg. 25818 (June 19, 1989).

The legal authority for this exchange is sections 806(b) and 1631(e)(1)(B) and (f) of the Social Security Act (Act) (42 U.S.C. §§ 1006(b) and 1383(e)(1)(B) and (f)). SSA’s legal authority to disclose data to DoD/DMDC is section 1106(a) of the Act (42 U.S.C. § 1306(a)) and section (b)(3) of the Privacy Act (5 U.S.C. § 552a(b)(3)).

III. JUSTIFICATION AND EXPECTED RESULTS

A. Justification

The parties to this agreement determined that a computer matching program is the most efficient and effective means of obtaining and processing the information SSA needs to verify the eligibility or entitlement of, and to verify payment and benefit amounts to certain SSI and SVB applicants, recipients, deemors and beneficiaries. This exchange will also provide SSA data needed to calculate and make necessary adjustments of SSI payments and SVB benefits. The principal alternative to using a computer matching program would be to conduct a manual comparison of DoD/DMDC military retirement and survivor benefit payment records with a list of SSI and SVB applicants, recipients, and beneficiaries. A manual match would impose a considerable administrative burden, constitute a greater intrusion on the individual’s privacy, would result in additional delay in the eventual SSI payment and SVB benefit or recovery of unauthorized or erroneous payments/benefits.

B. Expected 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 SSI or SVB amount and the recovery of detected overpayments, which total approximately \$770,225 for FY 2019. We project the total SSA costs are approximately \$374,582. Thus, SSA’s quantified benefit to cost ratio is approximately 2.06 to 1.

In addition, there are other efficiencies of conducting an electronic matching program. For example, SSA is able to efficiently and accurately match all SSI and SVB applicants and recipients against DoD/DMDC records. Neither SSA’s field offices nor DoD/DMDC could handle this workload manually. The estimated cost savings of performing this match on an automated basis as opposed to man-hours, while not easily quantifiable, would far exceed the amount necessary to demonstrate the cost-effectiveness of this computer match. Based upon the foregoing and the analysis in Attachment 1, this matching program has been assessed as likely to be cost-effective.

IV. RESPONSIBILITIES OF THE PARTIES

A. DoD/DMDC's Responsibilities

1. DoD/DMDC will match the information provided in SSA's finder file against the Retired and Survivor Pay file from the DMDC Data Base. This file contains the personnel and pay records of retired members of the Uniformed Services (not including Public Health) or their survivors entitled to Survivor Benefits.
2. DoD/DMDC will generate and electronically transmit to SSA a response file containing the military retirement payment data elements listed in Attachment 3 for any matched individuals. The DMDC response file contains the data elements listed in Attachment 3.

B. SSA's Responsibilities

1. SSA will provide a finder file to DoD/DMDC. The finder file is an extract of the "Supplemental Security Income Record (SSR) and Special Veterans Benefits (SVB)" system of records (SOR), 60-0103, that contains data on SSI and SVB applicants, recipients, and beneficiaries. The SSA finder file contains the data elements listed in Attachment 2.
2. SSA will use the military retirement payment data in the response file from DoD/DMDC to verify eligibility and determine payment amounts of SSI and SVB applicants, recipients, and beneficiaries.
3. SSA will notify the Office of Management and Budget (OMB) and the Congressional committees of jurisdiction of the match; and publish a notice of the match in the Federal Register (Fed. Reg.), consistent with section XIII.A of this agreement.

C. Description of the Match

SSA will provide DoD/DMDC with an electronic finder file. Upon receipt of the electronic file, DoD/DMDC will perform a computer match using all nine digits of the Social Security Number (SSN) against data maintained in the DoD SOR, DMDC 01, "Defense Manpower Data Center Data Base." In the response file, DoD/DMDC will furnish SSA with matches to the Retired and Survivor Pay file.

SSA will compare DoD/DMDC's data with SSA data recorded in the "SSR and SVB" SOR, 60-0103. SSA is responsible for verifying and determining that the data provided in the DoD/DMDC response file are consistent with the SSA finder file and resolving any discrepancies or inconsistencies on an individual basis. SSA will also be responsible for making final determinations regarding eligibility for, entitlement to, or amount of payments or benefits, their continuation or adjustment, or any recovery of overpayments resulting from the match for SSI/SVB.

D. Number of Records and Data Elements Involved

1. SSA's finder file will contain approximately 10 million records extracted from the SSR.
2. The DoD/DMDC response file contains approximately 800 records concerning retired Uniformed Service members or their survivors entitled to Survivor Benefits.

E. Privacy Act Systems of Records

1. SSA will disclose records from the following SOR: "Supplemental Security Income Record and Special Veterans Benefits," 60-0103, last fully published at 71 Fed. Reg. 1830 (January 11, 2006), and amended at 72 Fed. Reg. 69723 (December 10, 2007), 83 Fed. Reg. 31250-31251 (July 3, 2018), and 83 Fed. Reg. 54969 (November 1, 2018).
2. DoD/DMDC will disclose records from the following SOR: DMDC 01, entitled "Defense Manpower Data Center Data Base," last published in full at 84 Fed. Reg. 6383 (February 26, 2019), and amended at 84 Fed. Reg. 8698 (March 11, 2019), and 84 Fed. Reg. 15605 (April 16, 2019).
3. SSA and DoD/DMDC's SORs involved in this computer matching program have routine uses published in the SOR notice (SORN) that permit the disclosures needed to conduct this match.
4. The information in these SORNs may be updated during the effective period of this agreement as required by the Privacy Act.

F. Frequency of Matching

The computer matching will occur on a quarterly basis.

V. NOTICE PROCEDURES

A. Initial and Periodic Individual Notice

SSA will provide direct notice, in writing, to all individuals or representative payees who file an application for SSI and SVB that SSA will compare their records against those of other agencies. SSA will also notify SSI and SVB recipients and beneficiaries at least once during the life of this agreement and any extension to the agreement that SSA will compare their records to those of other agencies to verify their information.

B. Indirect or Constructive Notice

SSA will publish a notice describing SSA's matching activities in the Federal Register informing the public of this specific matching program in accordance with the Privacy

Act and OMB regulations. The Federal Register notices for the relevant SSA and DoD SORs are identified in Section IV.E. of this agreement.

Indirect or constructive notice of the matching program is afforded the individual record, subject, or representative payee through agency publication in the Federal Register of the 1) applicable routine use notice (5 U.S.C. § 552a(e)(11)), permitting disclosures of personnel information for the purposes of verifying eligibility for SSI payments and entitlement to SVB benefits, and (2) the proposed matching program notice (5 U.S.C. § 552a(e)(12)), announcing the agency's intent to conduct computer matching for SSI eligibility and SVB entitlement verification purposes.

VI. VERIFICATION AND OPPORTUNITY TO CONTEST

A. Verification Procedures

1. SSA is responsible for verifying and determining if the data in the DoD/DMDC response file is consistent with the data in SSA SSR/SVB files and for resolving any discrepancies or inconsistencies as to positive identification or data on an individual basis.
2. SSA will screen the initial data to verify that the matched individual is an SSI applicant or recipient, or an SVB beneficiary. SSA will compare the response file with SSR files to verify identity information and will conduct independent inquiries, as appropriate, to resolve questionable identity information or data. If necessary, SSA will contact the individual.
3. SSA will independently investigate and verify any discrepancies or inconsistencies in SSA files based on information furnished by DoD/DMDC, or developed as the result of the match, prior to taking any final adverse action against an individual or representative payee.

B. Opportunity to Contest

Before taking any adverse action based on the data received from the match, SSA will provide written notice with specific details to each individual for whom SSA decides possible adverse action may be necessary. SSA will inform the individual, or where appropriate, the individual's representative payee, that:

1. SSA has received data pertaining to receipt of a military retirement and survivor benefit payments, which indicates that an adverse action may be necessary. SSA will provide a description of the information alleged and a description of the possible adverse action to the individual or representative payee.
2. Unless the individual or representative payee notifies SSA that the data is not accurate within 10 days from the receipt of the notice, SSA will infer that the data provided by DoD/DMDC is accurate and will take steps, as authorized by law, to

make or finalize any necessary adjustment to the individual's SSI payment, SVB benefit, or both.

3. The individual or representative payee has 60 days to contest the adverse data. However, if the individual or the representative payee does not contact SSA within 10 days of receiving the notice of adverse action, SSI payment and SVB benefit amounts generally will be affected based on the information.

Further appeals of the adverse action will be permitted as described in applicable SSA regulations.

C. Final Authority

After verification and notice, as required under 5 U.S.C. § 552a(p), SSA will make determinations as to SSI payments, SVB benefits, specific amounts, and any adjustments or recovery of payments thereof.

VII. DISPOSITION AND RECORDS RETENTION OF MATCHED RECORDS

SSA will retain the response files received from DoD/DMDC only for the period required for any processing related to the matching program and will then destroy all such data within 120 days by electronic purging.

SSA must retain some information, which this matching program will generate, on certain individuals to meet evidentiary requirements. If an individual's record information in the DoD response file pertains to a match and warrants retention by SSA, SSA may copy such record information and maintain it in the SSI or SVB recipient's file in the appropriate SSA Privacy Act system of records associated with the SSA activity supported by this matching agreement. SSA will not create a separate file or system that consists of information solely concerning those individuals who are involved in this specific matching program. Destruction will be by shredding, burning, or electronic erasure. Information about individuals verified as "non-hits" (record subjects who are not both retired Uniformed Services personnel/survivors and SSI applicants or recipients and/or SVB beneficiaries) will be destroyed immediately upon such verification.

DoD/DMDC will retire records in accordance with applicable Federal Record Retention Schedules (44 U.S.C. § 3303a).

VIII. SECURITY PROCEDURES

SSA and DoD 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 Office of Management and Budget (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 and Breach Notification

If either SSA or DoD/DMDC experiences an incident involving the loss or breach of PII during performance of this agreement, the agency experiencing the incident will follow the OMB incident reporting guidelines, such as OMB Memorandum M-17-12. In the event of a reportable incident under OMB guidance involving PII, the agency experiencing the incident is responsible for following its established loss reporting and breach response procedures, including notification to the proper organizations (e.g., the Cybersecurity and Infrastructure Security Agency's National Cybersecurity and Communications Integration Center (NCCIC)/United States Computer Emergency Readiness Team (USCERT) and the agency's privacy office). Consistent with OMB Memorandum M-17-12, the agency experiencing the incident will notify NCCIC/USCERT within one hour of being identified by the agency's top-level Computer Security Incident Response Team (CSIRT), Security Operations Center (SOC), or information technology department.). 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 loss, potential loss, security incident, or breach. If DoD/DMDC 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), DoD/DMDC will call SSA's National Network Service Center toll free at 1-877-697-4889. If SSA is unable to speak with DoD/DMDC Information Security Contact within one hour, SSA will contact the DoD/DMDC Privacy Office at dodhra.dodc-mb.dmdc.list.privacy-office@mail.mil.

SSA and DoD/DMDC will follow PII breach notification policies and related procedures issued by OMB, including OMB Memorandum M-17-12. If the agency that experienced the breach determines 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.

B. Administrative Safeguards

SSA and DoD/DMDC will restrict access to the data matched and to any data created by the match that is maintained in the SORs cited in section IV.E. to authorized 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, SSA and DoD/DMDC 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.

C. Physical Safeguards

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

D. Technical Safeguards

SSA and DoD/DMDC 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 DoD will strictly limit authorization to those electronic data areas necessary for the authorized analyst to perform his or her official duties.

E. Application of Policy and Procedures

SSA and DoD/DMDC 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 DoD/DMDC will comply with these guidelines and any subsequent revisions.

F. Security Assessment

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 to make available to each other upon request system security evidence for making risk-based decisions. Either party may make requests for this information at any time throughout the duration or any extension of this agreement.

IX. RECORDS USAGE, DUPLICATION, AND REDISCLOSURE RESTRICTIONS

- A. SSA and DoD/DMDC agree to the following limitations on the use, duplication, and redisclosure of the electronic files and data provided by the other agency under this agreement:
1. The electronic files provided by DoD/DMDC as part of the matching program will remain the property of DoD/DMDC. Consistent with Section VII, SSA will destroy the electronic files after any processing related to the matching program is completed, but not more than 120 days after receipt of the electronic files.
 2. SSA and DoD/DMDC will use and access the data only for the purposes of, and to the extent necessary in the administration of, the matching program covered by this agreement.
 3. SSA and DoD/DMDC will not duplicate or disseminate the data, within or outside the agency, without written authority of the agency that furnished the data. Neither agency will give such permission unless the disclosures are required by law or are essential to the matching program. In such cases, the agency disclosing the records must specify in writing to the other agency what records are being disclosed, to whom they are being disclosed, and the reasons that justify such disclosure.
 4. To the extent permitted by law, information resulting from the matching program may be disclosed for follow-up and verification, or for civil or criminal law enforcement investigation or prosecution, if the match uncovers activity that warrants such action.
- B. Both parties will keep an accurate accounting of disclosures from an individual's record as required by 5 U.S.C. § 552a(c).
- C. If required to disclose these records to a state or local agency or to an SSA contractor in order to accomplish the matching program's purpose, SSA will obtain the written agreement of that entity to abide by the terms of this agreement. Contractors must agree to be subject to the applicable provisions of the Privacy Act before receiving records relating to the matching program.
- D. SSA and DoD/DMDC will limit remote terminal access to the files exchanged under the terms of this agreement. This agreement requires that all work be performed at the respective recipient's agency in locations approved by those agencies. This access is approved for telework under each agencies authority and provisions for approved alternative duty stations

Per the Telework Enhancement Act of 2010, remote access to data described in this agreement is limited to authorized teleworkers who have a written telework agreement in place with their agency and who have completed their agency's requirements for telework. Telework access to information permitted under this provision is limited to staff performing work under this agreement; telework access by contract employees is prohibited. The approved telework location(s) for SSA and DoD/DMDC staff may be a telework location(s) previously cleared through DoD/DMDC and SSA.

X. ACCURACY ASSESSMENTS

A. DoD/DMDC

DoD/DMDC records are extracts of personnel records with data provided by the retiree or his or her agency. Experience with matching programs and analyses performed by DoD/DMDC show these records are at least 95 percent accurate. DoD/DMDC will withhold or flag any records that appear problematic and those on which at least two data elements (e.g., name and SSN) do not match.

B. SSA

SSA does not have an accuracy assessment specific to the 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 selected SSI beneficiaries/recipients and redevelop 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 (Fiscal Year 2019 Title XVI Payment Accuracy Report, June 2020).

XI. COMPTROLLER GENERAL ACCESS

The Government Accountability Office (Comptroller General) may have access to all DoD/DMDC and SSA data, as deemed necessary, in order to monitor or verify compliance with this agreement.

XII. REIMBURSEMENT/FUNDING

Due to nominal costs associated with providing data to SSA under this agreement, DoD/DMDC does not intend to seek reimbursement. Should reimbursements be necessary in the future, DoD and SSA may enter into a reimbursable agreement.

XIII. DURATION, MODIFICATION, SUSPENSION, AND TERMINATION

A. Effective Date

The effective date of this agreement is November 18, 2021, provided that, subsequent to transmitting the agreement and notice thereof 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), SSA has published notice of the matching program in the Federal Register 30 days before the effective date in accordance with 5 U.S.C. § 552a(e)(12). Otherwise, the agreement shall be effective on the day following the end of such 30-day notice period in the Federal Register.

B. Duration

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

C. Renewal

Within 3 months prior to the expiration of this agreement, The Data Integrity Boards (DIB) of DoD and SSA may, renew this agreement for a period not to exceed one additional year. DoD and SSA must certify to their DIBs that the matching program will be conducted without change and that DMDC/DoD and SSA have conducted the matching program in compliance with the agreement.

D. Modification

Either party may modify this agreement at any time, with the stipulation that the written modification to this agreement satisfies both parties and is agreed to by the DIB of each agency. In the event of significant modification, the parties further agree to publish the notices, as specified in Article XIII.A. In addition, any modification shall comply with the Privacy Act of 1974, as amended, as well as guidance issued by OMB, including OMB Circular A-108 (December 23, 2016).

E. Suspension and Termination

Either party may terminate this agreement at any time with the written consent of both parties. Either party may unilaterally terminate the agreement upon written notice to the other party. The termination shall be effective 90 days after the date of the notice, or later if specified in the notice. Either party may make an immediate, unilateral termination of this agreement if either party has determined that there has been: (1) an unauthorized use of the information; or (2) a violation of, or failure to follow, the terms of this agreement.

Either party may make an immediate, unilateral suspension of the data flow and/or termination of this agreement if it has:

1. Determined that there has been an unauthorized use or disclosure of information by

- the other party;
2. Determined that there has been a violation of or failure by the other party to follow the terms of this agreement; or
 3. Reason to believe that the other party breached the terms for security of data. The party that believes terms have been breached will immediately notify the other party as to the basis of its belief and state its intent to unilaterally suspend this agreement. The notice provided will ensure the two agencies discuss the suspected violation, thereby preventing an unintended denial of Federal benefits to applicants based solely upon a belief of a violation or failure to abide by the terms of the agreement. If either party suspends the data flow in accordance with this section, that party may suspend the data until it makes a determination of whether a breach has occurred.

XIV. POINTS OF CONTACT

DoD/DMDC Contacts

DoD Contact for DoD Data Integrity Board Issues

Cheryl Jenkins, Management Analyst
Defense Privacy, Civil Liberties, and Transparency Division
4800 Mark Center Drive, Box 24
Alexandria, VA 22350-1700
Telephone: (703) 571-0070
Email: Cheryl.Jenkins8.civ@mail.mil

DMDC Contact for Privacy and Matching Agreement Issues

Kim Pearman, Privacy Analyst
Defense Manpower Data Center
PM Support
400 Gigling Road
Seaside, CA 93955-6771
Telephone: (831) 583-2400 x4668
Email: Kimberly.V.Pearman.civ@mail.mil

DMDC Contact for Data Issues

Angella McGinnis, IT Supervisor Specialist
Defense Manpower Data Center
4800 Mark Center Drive
Alexandria, VA 22350-1700
Telephone: (571) 372 1150
Email: Angella.M.Mcginnis.civ@mail.mil

DMDC Contact for Information Security

Donna Naulivou, Cyber Security Division Director
Defense Manpower Data Center
DoD Center Monterey Bay
400 Gigling Road
Seaside, CA 93955
Telephone: (831) 583-2400 (x5447)
Fax: (831) 583-4062
Email: Donna.M.Naulivou.civ@mail.mil

SSA ContactsOffice of Privacy and Disclosure

Kwesi Morris, Information Specialist
Office of Privacy and Disclosure
Electronic Interchange and Liaison Division
Office of General Law
G-401 West High Rise Building
6401 Security Boulevard
Baltimore, MD 21235
Telephone: (410) 965-0088
Email: Kwesi.A.Morris@ssa.gov

Office of Data Exchange Issues

Gary Paige
Office of Data Exchange and International Agreements
Office of Data Exchange, Policy Publications, and International Agreements
Office of Retirement and Disability Policy
4-C-A Annex Building
6401 Security Boulevard
Baltimore, MD 21235
Telephone: (410) 966-3715
Fax: 410-966-4054
Email: Gary.Paige@ssa.gov

Computer Systems

Angil Escobar, Branch Chief
DBIA/Data Exchange and
Verification Branch of IT Programmatic Business Support
Office of Systems
3-E-2-F Robert M. Ball Building
6401 Security Boulevard
Baltimore, MD 21235-6401
Telephone: (410) 966-8044
Fax: (410) 966-3147
Email: Jangil.Escobar@ssa.gov

Systems Security Contact

Jennifer Rutz, Director
Division of Compliance and Assessment
Office of Information Security
Office of Systems
3383 Perimeter East Building
6201 Security Boulevard
Baltimore, MD 21235
Telephone: (410) 966-8253
Email: Jennifer.Rutz@ssa.gov

Program and Policy

Marc Denos, Director

Office of Income Security Programs

Office of Supplemental Security Income

And Program Integrity Policy

Office of Retirement and Disability Policy

2413B Robert M. Ball Building

6401 Security Boulevard

Baltimore, MD 21235

Telephone: (410) 965-7885

Fax: (410) 966-5366

Email: Marc.Denos@ssa.gov

XV. SIGNATURES

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.

Subject to the approval of the Data Integrity Boards of the parties to this agreement and the required notifications, 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 and accept and agree to such obligations.

SOCIAL SECURITY ADMINISTRATION

**MARY
ZIMMERMAN** Digitally signed by
MARY ZIMMERMAN
Date: 2021.09.02
11:09:44 -04'00'

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

Date

The Social Security Administration Data Integrity Board has reviewed this computer matching agreement and has found it to comply with the Privacy Act of 1974, as amended (5 U.S.C. § 552a), and approves it.

Matthew Ramsey
Chair, Data Integrity Board
Social Security Administration

Date

DoD SIGNATURES

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.

Subject to the approval of the Data Integrity Boards of the parties to this agreement and the required notifications, 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 and accept and agree to such obligations.

DEPARTMENT OF DEFENSE

YOUSEFZADEH.SAM.
SAM.

Digitally signed by
YOUSEFZADEH.SAM
Date: 2021.09.02 09:47:46
-04'00'

09/02/2021

For Michael V. Sorrento
Director
DoD/DMDC

Date

The Defense Data Integrity Board has reviewed this computer matching agreement and has found it to comply with the Privacy Act of 1974, as amended (5 U.S.C. § 552a), and approves it.

DEPARTMENT OF DEFENSE

CHUNG.JOO.Y.
Y.

Digitally signed by
CHUNG.JOO. Y
Date: 2021.09.07 09:51:37
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09/07/2021

Joo Y. Chung
Chair, Defense Data Integrity Board
Department of Defense

Date

Attachment 1 – Cost Benefit Analysis (CBA)

COST BENEFIT ANALYSIS (CBA) FOR THE DEPARTMENT OF DEFENSE (DoD)/DEFENSE MANPOWER DATA CENTER (DMDC)/SUPPLEMENTAL SECURITY RECORD (SSR) MATCHING OPERATION (MATCH #1004)

Study Objective

The objective of this study is to determine the cost-effectiveness of the current DoD DMDC/SSR matching operation.

Background

The purpose of the quarterly DoD/DMDC/SSR is to detect unreported or underreported unearned income by identifying Supplemental Security Income (SSI) recipients or deemors, and recipients of Special Veterans Benefits, who also receive a military retirement pension. Once each quarter, SSA provides the DoD/DMDC with a finder file of records extracted from the SSR. DoD matches this finder file against the DMDC data base and returns a reply file. In the past, for those records where a match occurred, SSA generated a hardcopy paper alert to SSA field offices (FO) for investigation and development. Effective March 19, 2007, the SSA system generates an alert, for each record, directly to secure printers in the FOs and places the alert on the Management Information Systems Facility. DoD benefit information is not electronically posted to the SSR. Instead, the FOs must post changes manually. Staff in the FOs take necessary action to verify the accuracy of the alerted information based on the Type L Income on the SSR, identify retroactive overpayments or underpayments, and correct recurring monthly payment amounts. There were approximately 2,307 released alerts completed by the FOs in fiscal year (FY) 2019.

Methodology

The Office of Data Exchange and International Agreements (ODXIA) randomly selected 350 DoD/DMDC alerts completed by the FOs in FY 2019 and analyzed the SSRs to determine the amount of change, if any, in the recurring monthly payment or the amount of retroactive overpayment/underpayment attributable to the receipt of a military retirement pension. The findings in this CBA report reflects the results from the FO's development of the 350 alerts, projected to the 2,307 alerts completed in FY 2019.

Benefits

The benefits realized from the development of the DoD/DMDC alerts are the recovery of retroactive overpayments and the avoidance of future overpayments through changes in the amount of recurring monthly payments.

We found retroactive overpayments in 7.71 percent of the cases analyzed. The average retroactive overpayment was approximately \$4,538. Projecting these results to the universe of alerts completed in FY 2019, we would expect 178 records to include overpayments with the total estimated overpayment detected from the match being \$807,764. Using the average historical overpayment

recovery rate for title XVI beneficiaries, we would expect to recover 65 percent of the overpaid dollars for a total of \$525,047.

Development of the match alerts also resulted in a decrease in the recurring monthly payment in 11.14 percent of the cases analyzed. The average monthly decrease was \$318. Projecting these findings to the universe of alerts completed in FY 2019, we estimate that 257 records included a decrease in the monthly payment amount. Because we run this matching operation against the entire DoD/DMDC database each quarter, we assume that this incorrect payment would have continued undetected for three additional months. Therefore, the estimated savings in future monthly payments would be approximately \$245,178 when projected to the universe of alerts completed in FY 2019.

Combining the retroactive overpayment recoveries and the future overpayment preventions, we estimate the total benefits realized from this matching operation in FY 2019 to be \$770,225.

Costs

The matching agreement and operation

DoD:

DoD will incur personnel costs prior to each match and ongoing personnel costs associated with reviewing and adjudicating match results. Staff performing the work include an analyst located in the Washington- Baltimore-Arlington, DC-MD-VA-WV-PA geographic locality. DoD used estimates based on 2020 OPM payment schedules.

DoD will also incur personnel costs associated with the preparation of the matching agreement, including drafting, negotiation, review, and concurrence. Staff performing the work include employees located in the Washington- Baltimore-Arlington, DC-MD-VA-WV-PA geographic locality.

The estimated total DoD costs incurred in the conduct of the matching operation and the matching agreement were \$4875, which includes DMDC staff (\$1,115) and DPCLTD staff and counsel (\$3,760). Due to the nominal costs associated with providing data to SSA under this agreement, DoD/DMDC does not intend to seek reimbursement.

SSA:

For each data exchange operation, the Office of Systems (Systems) completes a detailed cost statement outlining direct costs that include systems programming, salaries, overhead and any machine hours reported for the operation. The annual Systems costs for the DoD/DMDC-SSR data exchange totaled \$20,200 for FY 2019.

The FO development

Using an average development time of 97.07 minutes per alert, the total development costs for 2,307 alerts released in FY 2019 were approximately \$339,042.

In addition, the FO incurs costs in incorrect payment development and recovery processing for cases identified with an overpayment. The cost per case for FY 2019, established by the Division of Cost Analysis in the Office of Financial Policy and Operations, is \$86.18. Using \$86.18 for each overpaid recipient, the total additional development and recovery costs for 178 cases were approximately \$15,340.

The total SSA costs incurred in the conduct of the matching operation, development of alerts and recovery processing were \$374,582.

Conclusion

The benefit to the United States Treasury of this matching operation is the correction of those SSA cases where there is a decrease in the monthly payment amount and the recovery of detected overpayments, which total approximately \$770,225 for FY 2019. We project the total costs to SSA are approximately \$374,582. Thus, SSA's benefit to cost ratio is approximately 2.06 to 1. The benefit to cost ratio does not include DoD's cost, since SSA does not reimburse DoD for their cost. We assess that the matching program is likely to be cost-effective and recommend the continuance of this matching activity.

Attachment 2 – SSA Finder File Layout

Characteristics and Data Format of SSA Query File

A. Characteristics

1. Standard label
2. 6250 bytes per inch
3. 9 track
4. Record length: 55 positions
5. Block size: 5500 positions
6. Data set name: OLBG.BTI.DOD.ZJDODQRY.Rwmmdd

B. Data Format

Position	Field Name	Description
1-9	Housed Under Name	SSN under which SSI record is maintained
10-18	Social Security number	SSN of the individual
19	Person Type	Person identifier on SSI record
20-38	Last Name	Last name of the individual
39-48	First Name	First name of the individual
49	Middle Initial	Middle initial of the individual
50-52	Field Office	Servicing District Office code
53-55	Filler	Filler for future use

Attachment 3 – DOD Response File Layout

Attachment 3 - DOD Response File Layout

Characteristics and Data Format of DOD Reply File

DOD Reply File: ZJDODRPY file is 272 bytes long

A. Characteristics

1. Standard Label
2. Record length: 272 positions
3. Block size: 11298 positions
4. Data set name: **OLBG.BTO.ZJDODRPY.DOD.Ryymmdd**

B. Data Format

COLUMN NAME	TYPE	SIZE	POSITION	Explanation
TYPE-OF-BENEFICIARY	X	1	001	Beneficiary code A=Retiree B=RSFPP recipient C=SBP recipient
HOUSED-UNDER-NUMBER	N	9	002-010	Housed number
FIRST3-HUN	N	3	002-004	Housed number - first 3
NEXT2-HUN	N	2	005-006	Housed number - next 2
LAST4-HUN	N	4	007-010	Housed number - last 4
BENEFICIARYS-SSN	N	9	011-019	Beneficiary SSN
FIRST3-SSN	N	3	011-013	Beneficiary SSN - first 3
NEXT2-SSN	N	2	014-015	Beneficiary SSN - next 2
LAST4-SSN	N	4	016-019	Beneficiary SSN - last 4
SSI-PERSON-TYPE	N	1	020	Person type
BENEFICIARYS-NAME	X	70	021-090	DOD retiree name
DATE-OF-BIRTH	D	8	091-098	Retiree date of birth
YEAR-OF-BIRTH	D	4	091-094	Retiree date of birth - birth year
MONTH-OF-BIRTH	D	2	095-096	Retiree date of birth - birth month
DAY-OF-BIRTH	D	2	097-098	Retiree date of birth - birth day
YOB-SURVIVOR	X	4	099-102	Survivor year of birth
YOB-YOUNGEST-CHILD	X	4	103-106	Child year of birth
ADDRESS-LINE-1	X	30	107-136	Address
ADDRESS-LINE-2	X	30	137-166	Address
ADDRESS-LINE-3	X	30	167-196	Address

ADDRESS-LINE-4	X	30	197-226	Address
ZIP-CODE	N	5	227-231	zip code
RETIREE-SSN	N	9	232-240	Retiree SSN (only if record is for survivor)
MIL-SERV-BRANCH	X	1	241	Service: A=Army C=Coast Guard F=Air Force N=Navy M=Marines O=NOAA S=Space Force
FAN	X	2	242-243	Fan code
DATE-OF-ENTITLEMENT	D	8	244-251	Date of Entitlement
YR-OF-ENTITLEMENT	D	4	244-247	Date of Entitlement - Year
MO-OF-ENTITLEMENT	D	2	248-249	Date of Entitlement - Month
DAY-OF-ENTITLEMENT	D	2	250-251	Date of Entitlement - Day
RETIREE-CURRENT-PAY-STATUS	X	1	252	Current pay status for Retiree Record: 1=receiving pay 2=eligible not receiving 3=eligible not receiving 4=terminated 5=suspended Current pay status for RSFPP & SBP recipient: 1=receiving RSFPP only 2=receiving SBP only 3=receiving RSFPP/SBP 6=receiving RCSBP (same as SBP) 8=suspended/non-pay 9=terminated
MONTHLY-COUNTABLE-PENSION	N	5	253-259	Monthly Net Pay (dollars and implied cents)
DATE-TERMINATION-OR-SUSPENDED	D	8	260-267	Date terminated/suspended
YR-OF-TERM-OR-SUSP	D	4	260-263	Date terminated/suspended - Year
MO-OF-TERM-OR-SUSP	D	2	264-265	Date terminated/suspended - Month
DAY-OF-TERM-OR-SUSP	D	2	266-267	Date terminated/suspended - Day

REASON-OF-TERM-OR-SUS	X	1	268	<p>Code for termination or suspension</p> <p><i>Termination/Suspension Codes Retirees:</i></p> <p>A=death B=recalled to active duty C=removed from TDRL D=removed from TDRL E=TDRL suspended F=waiver for civil service G=VA offset K=suspended whereabouts unknown L=suspended suspected death M=suspended misc reasons N=TDRL Removal greater than 5 years P=Discharge from TDRL not finalized Z=code not applicable</p> <p><i>Termination/Suspension codes</i></p> <p>RSFPP:</p> <p>A=death B=remarriage C=child annuitant past age limit E=incapacitated child recovery J=suspected death K=certificate of eligibility not returned Z=code not applicable</p> <p>SBP:</p> <p>A=death B=remarriage C=child annuitant pay age limit D=child annuitant no longer in school E=incapacitated child recovery F=income of annuitant over limit G=DIC award amount greater than annuity amount H=child annuity superseded by reinstatement of surviving spouse J=suspected death K=certificate of eligibility not returned Z=code not applicable</p>
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SBP-BENEFIT-TYPE	X	1	269	MIW flag (this flag applies only to SBP records and is created when FAN code = 37)
FO-CODE	X	3	270-272	FO code