

**AMENDED INFORMATION EXCHANGE AGREEMENT
BETWEEN
THE DEPARTMENT OF EDUCATION
AND
THE SOCIAL SECURITY ADMINISTRATION
FOR AGGREGATE EARNINGS DATA**

**ED Agreement No. 10012
SSA IEA No. 325**

I. Purposes

This Amended Information Exchange Agreement establishes the conditions, safeguards, and procedures under which the Social Security Administration (SSA) will disclose to the Department of Education (ED) certain aggregate earnings information, in a form that cannot be associated with, or otherwise identify, directly or indirectly, a particular individual. ED will use this information to provide aggregate disclosures of earnings information to the public to assist them in evaluating institutions that participate in the federal student aid programs authorized under Title IV of the Higher Education Act of 1965, as amended (HEA), and programs at those institutions that enroll students who receive HEA funds. ED will also use the information to consider policy options for revising the regulations for programs that are required to prepare students for gainful employment in recognized occupations, and through those regulations to determine each educational aid program's institutional eligibility as measured under 34 C.F.R. Part 600.

Because SSA will provide ED with aggregate, statistical data without any personal identifiers, this information exchange is not a "matching program" as that term is defined in the Privacy Act of 1974, as amended (5 U.S.C. 552a(a)(8)).

The responsible component in SSA for this data exchange is the Office of Data Exchange Programs.

The responsible component in ED for this data exchange is the Office of Federal Student Aid, Policy Liaison and Implementation.

II. Legal Authority

The legal authority for ED to enter into this agreement is Section 431 of the General Education Provisions Act (GEPA) (20 U.S.C. § 1231a) (gathering program data and informing the public); Section 111(b)(1)(C) of the Education Sciences Reform Act of 2002 (20 U.S.C. § 9511(b)(1)(C)) (evaluating effectiveness of educational programs); Section 132(i) of the HEA (20 U.S.C. § 1015a(i)) (promoting availability of institutional information); and Sections 101 and 102 of the HEA (20 U.S.C. § 1101) (evaluating programs preparing students for gainful employment in recognized occupations).

The legal authority for SSA to provide the information and services under this agreement is section 1106 of the Social Security Act (42 U.S.C. § 1306). The earnings information disclosed under this agreement is in form that cannot be associated with, or otherwise identify, directly or indirectly, a particular individual or taxpayer and, therefore, is not "return information" as defined in the Internal Revenue Code, 26 U.S.C. § 6103(b)(2).

III. Definitions

- A. "EARN" is a process to extract earnings information from the Master Earnings File.
- B. "EVS" is the Enumeration Verification System that accesses the NUMIDENT file and validates the incoming Social Security Number (SSN), name, and date of birth (DOB).
- C. "Mean" is the mathematical average of all numbers in a set. This computation includes the use of \$0 earnings.
- D. "Median" is the middle value in a set of numbers. This value includes the use of \$0 earnings.
- E. "MEF" is the Master Earnings File containing the amount of an individual's earnings from wages and self-employment, which constitutes the individual's return information.
- F. "NUMIDENT" is a sub- file of the Master Files of SSN Holders and SSN Applications containing information on all individuals who have ever submitted an application for an SSN.

IV. Responsibilities of the Parties

A. ED

1. ED will provide SSA with the names, DOB, SSN, and requested earnings report year of students who were enrolled in, or graduated from educational institutions that participate in the federal student aid programs. ED will provide this information in a file or files, approximately four (4) times a year, pursuant to the procedures set out in the Business Requirements Social Security Interface document Version 2.0, dated April 15, 2013, **Attachment A** to this agreement. This file or files will contain a minimum of 10 individuals per group provided to SSA.
2. ED will submit information for approximately 17,500 programs or groupings, and for approximately 6,000 institutions that participate in the federal student aid programs.

B. SSA

1. SSA will verify the submitted SSNs via EVS using the name, DOB, and SSN for individuals in the file(s) provided by ED. If SSA cannot verify the SSNs via EVS, it will not use the data set for those individuals in extracting the earnings data.
2. Using the verified SSNs, SSA will extract their earnings data from the MEF and compute aggregate earnings data by specific group as provided by ED for the requested earnings report year. Verified SSNs with the presence of a death indicator will not be included in the aggregate computations. From the computation, SSA will provide ED with a file of ED identified groups, the number of verified individuals in each group, the number of verified individuals with \$0 earnings in each group, the number of unverified individuals in each group, the earnings report year, the mean and median income information of individuals in each group, and the threshold indicators, each of which can be provided so long as the numbers and mean and median information is in a form that cannot be associated with, or otherwise identify, directly or indirectly, a particular individual.
3. If SSA determines that any errors were made in the data provided to ED under this agreement, SSA will notify ED as soon as possible, but no later than 3 business days thereafter, and include with that notification a description of the error in enough detail to enable ED to determine whether to request a new calculation of the earnings data.

V. Description of the Records to be Matched**A. Systems of Records (SOR)****1. SSA**

SSA will match ED data with the Master Files of Social Security Number (SSN) Holders and SSN Applications (Numident), System No. 60-0058, last published 75 Federal Register (FR) 82121 (December 29, 2010) and the Earnings Recording and Self-Employment Income System, SSA/OEEAS 09-60-0059.

2. ED

ED will provide SSA with a finder file from the ED SOR, entitled the National Student Loan Data System (18-11-06), last published in the Federal Register on June 24, 2011 (76 FR 37095-37100). ED will amend this SOR before disclosing to SSA a finder file for the purpose of calculating aggregate earnings information for institutions based on students who enrolled in their Title IV, HEA programs.

Prior to any disclosure of a record from the SORs specified in this Section, the SORs associated with that disclosure will have routine uses permitting such disclosure.

B. Number of Records

ED will send an annual finder file to SSA via batch mode. The finder file will contain the identifying information for approximately 6.3 million records representing participants enrolled in educational programs at institutions participating in the federal student aid programs.

C. Data Elements

1. ED's file will consist of the name, DOB, SSN, and the requested earnings report year of each student in groups that represent either educational aid programs, or collections of educational programs grouped by institutions offering those programs, for which ED is seeking aggregate earnings data. The groups will not identify the specific programs or institutions associated with those students, but will instead use identifiers assigned by ED to each group.
2. SSA's return file will consist of a file of ED identified groups, the number of individuals whose information was verified and used in the calculation for each group, the number of verified individuals with \$0 earnings in each group, the number of unverified individuals whose information was not used in the calculation for each group, the earnings report year, the mean and median income information of individuals in each group, and threshold indicators in a form that cannot be associated with, or otherwise identify, directly or indirectly, a particular individual.

D. Education Records

ED's file will contain personally identifiable information (PII) from students' education records that is protected by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g and 34 C.F.R. Part 99. Pursuant to 20 U.S.C. §§ 1232g(b)(1)(C) and (3) and 34 C.F.R. §§ 99.31(a)(3) and 99.35, ED designates SSA to be ED's authorized representative, solely for the purpose of providing aggregate and statistical data under this agreement to assist ED in providing information to the public about educational programs and the institutions offering those programs, to formulate policies to evaluate programs under ED's regulations, and to establish and enforce requirements for programs that prepare students for gainful employment in recognized occupations.

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

The data files exchanged under this agreement remain the property of the providing agency. SSA will retain the electronic files received from ED only for the time required for any processing related to the information exchange under this agreement and will

electronically dispose of the data. SSA will destroy the data received from ED under this agreement after completing the information exchange activity under this program. Within 30 days after the expiration or termination under section XI of this agreement, SSA will destroy the data received from ED under this agreement.

The data files SSA provides to ED will contain no personally identifiable records. Neither SSA nor ED will create a separate file or system that consists solely of information concerning those individuals involved in this information exchange.

VII. Security Procedures

SSA and ED will comply with the requirements of the Federal Information Security Management Act (FISMA), 44 U.S.C. §§ 3541-3549; related Office of Management and Budget (OMB) circulars and memoranda, such as Circular A-130, Management of Federal Information Resources (Nov. 28, 2000), 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 these 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 with FISMA requirements.

A. Loss Reporting

Each agency will follow its own security procedures to respond to a loss of PII by that agency, or in response to notification from the other agency about a loss of PII. If either agency experiences a loss of PII provided by the other agency under this agreement, the agency experiencing the loss of PII will follow the OMB loss reporting guidelines (OMB M-06-19, "Reporting Incidents Involving Personally Identifiable Information and Incorporating the Cost for Security into IT Investments") and notify the United States Computer Emergency Readiness Team (US-CERT) within one hour of discovering the incident. In addition, the agency experiencing the loss of PII will notify the other agency's Information Security Contact named in this agreement. If ED is unable to speak with the SSA Information Security Contact within one hour or if for some other reason notifying the SSA Information Security Contact is not practicable (e.g., it is outside of the normal business hours), ED will call SSA's Network Customer Service Center toll free at 1-877-697-4889. If SSA is unable to speak with ED's Systems Security Contact within one hour, SSA will contact the alternate Information Security Contact listed in this agreement.

B. Breach Notification

SSA and ED will follow PII breach notification policies and related procedures as required by OMB M-07-16 (May 22, 2007). If the agency that experienced the PII breach determines that the risk of harm requires notification to affected individuals and/or other remedies, that agency will carry out these remedies without cost to the other agency.

C. Administrative Safeguards

SSA and ED will restrict access to the data provided or created under this agreement 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 ED will advise all personnel who have access to the data of the confidential nature of the data, the safeguards required to protect the data, and criminal sanctions for noncompliance contained in the applicable Federal laws.

D. Physical Safeguards

SSA and ED will store the data provided or created under this agreement 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 provided or created under this agreement. SSA and ED will establish appropriate safeguards for such data, as determined by a risk-based assessment of the circumstances involved.

E. Technical Safeguards

SSA and ED will process the data provided or created under this agreement 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. Electronic files will be encrypted using the FIPS 140-2 standard and, to the extent possible, will be interoperable with ED's personal identity verification logical access control card (PIV LAC) for Government Employees and support contractors authorized to have an HSPD-12 card. Systems personnel must enter unique identification and authentication information when accessing data on the agencies' systems.

F. Application of Policy and Procedures

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

G. Onsite Inspection

SSA and ED have the right to monitor the other party's compliance with FISMA and OMB M-06-16 requirements and to make onsite inspections of the other party for purposes of auditing compliance, if necessary, during the lifetime or any renewal of this agreement.

VIII. Records Usage, Duplication and Redisclosure Restrictions

- A. SSA and ED will use and access the data only for the purposes described in this agreement.
- B. Neither SSA nor ED will extract information from the electronic data files concerning the individuals described therein for any purpose not stated in this agreement.
- C. Except as provided in this agreement, SSA will not duplicate or disseminate the data provided by ED without ED's permission. ED shall not give such permission unless law requires such redisclosure. In such cases, SSA will specify in writing to ED what records it will redisclose if permission is given, to whom, and the reasons that justify the redisclosure. Because the information provided by SSA to ED under this agreement is not personally identifiable information, ED may disseminate the information without restriction under the authority delegated to ED in the Higher Education Act of 1965, as amended.

IX. Comptroller General Access

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

X. Reimbursement

Prior to any performance of information exchange activities under this agreement, the parties will execute a Form SSA-1235 for fiscal year (FY) 2013 that will cover the estimated reimbursable amounts and ED will pay that amount using ED form BS-008. SSA will collect, through the Intra-Governmental Payment and Collection (IPAC) system, on a quarterly basis, the amounts sufficient to reimburse SSA for the costs incurred for performing services through the date of billing. SSA will mail a copy of the IPAC billing and all original supporting documentation to ED at the FSA Accounting and Finance contact identified in this agreement, no later than five (5) calendar days following the processing of the IPAC transaction. At least quarterly, but no later than 30 days after an accountable event, SSA will provide ED with a performance report (e.g. a billing statement) that details all work performed to date. Additionally, at least quarterly, the parties will reconcile balances related to revenue and expenses for work performed under the agreement.

This agreement does not authorize SSA to incur obligations through the performance of the services described herein. Only the execution of Form SSA-1235, Agreement Covering Reimbursable Services, authorizes the performance of such services. Accordingly, made part of this agreement, is an executed Form SSA-1235 that provides authorization for SSA to perform services under this agreement in FY 2013. Because this agreement spans multiple fiscal years, SSA will prepare a new Form SSA-1235 prior to the beginning of each succeeding fiscal year that this agreement remains in effect. SSA's ability to perform work beyond FY 2013 is subject to the availability of funds.

XI. Duration and Modification of the Agreement

- A. Effective Date: The effective date of this agreement is May 24, 2013.
- B. Duration: The duration of this agreement is 5 years, expiring on May 24, 2018.
- C. Modification: The parties may modify this agreement at any time by a written modification agreed upon by both parties.
- D. 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 that notice or at a later date specified in the notice. If ED terminates the agreement, SSA is authorized to collect costs incurred prior to the effective date of the termination plus any termination costs.

Either party may make an immediate, unilateral termination of this agreement if either agency has determined that there has been: 1) an unauthorized use of the information by the other party or 2) a violation of, or failure to follow, the terms of this agreement. Either party also may make an immediate, unilateral suspension of this agreement if either agency suspects that the other agency breached the terms for security of data until such time either agency makes a definite determination regarding a breach. If either party unilaterally terminates or suspends this agreement, it shall notify the other party in writing within three business days, and provide written notice to the other party describing the basis for that action within five business days following the termination or suspension.

XII. Disclaimer

Each party to the agreement will be liable for damages or loss resulting from acts and omissions of its own employees in accordance with Federal statutory authority. All information furnished to ED is subject to the limitations and qualifications, if any, transmitted with such information. If SSA must re-perform the services because of any errors in the information that SSA submits to ED or any loss or destruction of data that is attributable to SSA, SSA will provide ED with written notification of the additional costs for the services, the reason(s) why SSA will incur the additional costs, and steps that SSA has taken to ensure that ED will not have to pay again for the re-performance of the same

services in the future. ED will reimburse SSA for such additional costs as part of the full costs incurred by SSA in compiling and furnishing data to ED.

XIII. Dispute Resolution

Disputes related to this agreement will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, *Intragovernmental Business Rules* Bulletin, available on the TFM Web site at <http://www.fms.treas.gov/tfm/vol1/bull.html>.

XIV. Interconnection Security Agreement

SSA and ED will jointly develop and sign an Interconnection Security Agreement to document the technical details of the interconnection of their systems.

XV. Integration Clause

This agreement, the accompanying Form SSA-1235, ED Form BS-008, and the Interconnection Security Agreement 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 the disclosure of identity information made between SSA and ED for the purposes described herein. This agreement amends, supersedes, and replaces in its entirety the Information Exchange Agreement No. 10012 between the parties, dated effective as of January 16, 2012. There have been no representations, warranties, or promises made outside of this agreement. This agreement will take precedence over any other documents that may be in conflict with it.

XVI. Persons to Contact

A. ED Contacts

Systems Issues

Valerie Sherrer, Director
Systems Integration Division
US Department of Education
Federal Student Aid
830 First Street NE
Washington, D.C. 20202
Ph: 202.377.3547
Email: Valerie.Sherrer@ed.gov

Operational Issues

Keith Wilson, NSLDS System Owner
US Department of Education
Federal Student Aid
830 First Street NE
Washington, D.C. 20202

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

Match #1051

I. Purpose

The purpose of this computer matching program is to assist the U.S. Department of Education (ED) in its obligation to ensure that applicants for student financial assistance under Title IV of the Higher Education Act of 1965, as amended (HEA) (20 U.S.C. § 1070 et seq.), satisfy eligibility requirements. This agreement establishes the terms, safeguards, and procedures under which the Social Security Administration (SSA) will provide to ED Social Security Number (SSN) verification, citizenship status as recorded in SSA records, and death indicators.

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 Office of Management and Budget (OMB) guidance interpreting these Acts.

SSA's legal authority to disclose information under this agreement is section 1106(a) of the Social Security Act (42 U.S.C. § 1306(a)), the regulations promulgated pursuant to that section (20 Code of Federal Regulations (C.F.R. part 401), and the Privacy Act (5 U.S.C. § 552a(b)(3)).

ED's legal authority to enter into this computer matching agreement is section 484(p) of the HEA (20 U.S.C. § 1091(p)), which requires the Secretary of Education, in cooperation with the Commissioner of the Social Security Administration, to verify SSNs submitted by students to eligible institutions, and section 484(g) of the HEA (20 U.S.C. § 1091(g)), which requires the Secretary of Education to verify the immigration status of students and authorizes the Secretary to use computer matching to accomplish this goal.

Section 483(a)(12) of the HEA (20 U.S.C. § 1090(a)(12)) also authorizes the Secretary of Education to collect the parents' SSNs for dependent students seeking financial assistance. Section 428B(f) of the HEA (20 U.S.C. § 1078-2(f)) authorizes the verification of the parents' SSNs in the same manner that SSNs are verified for students under section 484(p).

Section 7213 of the Intelligence Reform and Terrorism Prevention Act of 2004 provides SSA authority to add a death indicator to verification routines that SSA determines to be appropriate. Section 205(r)(3) of the Social Security Act provides SSA authority to

disclose State death information to a Federal agency to ensure proper payment of a federally funded benefit.

III. Definitions

- A. "Applicant" means an applicant (and for a dependent student the applicant's parents) for financial assistance under applicable programs administered under the authority of Title IV of the HEA (20 U.S.C. § 1070, et seq.).
- B. "Contractors and/or Agents" means a third-party entity in a contractual or similar relationship with ED or SSA pursuant to which the third-party entity acts on the respective agency's behalf to administer, or assist in administering, the program described in this agreement.
- C. "Eligible Institution" means an educational institution as defined in accordance with the HEA and 34 C.F.R. part 600.
- D. "Title IV, HEA program assistance" means the Federal Pell Grant, the Federal Supplemental Educational Opportunity Grant, the Leveraging Educational Assistance Partnership, the Special Leveraging Educational Assistance Partnership, the Federal Work-Study, the Federal Perkins Loan, the William D. Ford Federal Direct Loan, the Teacher Education Assistance for College and Higher Education Grant, the Iraq Afghanistan Service Grant, the Civil Legal Assistance Attorney Student Loan Repayment, and the Public Service Loan Forgiveness programs.
- E. An "output document" is a Student Aid Report (SAR), Institutional Student Information Record (ISIR), electronic acknowledgement, or automated data generated by ED as the result of ED's processing of a Title IV, HEA aid application.

IV. Responsibilities of the Parties

- A. ED Responsibilities:
 - 1. ED, as the recipient agency, will disclose to SSA the SSN, first name, last name, and date of birth of individuals who are taking their first step in the application process for Title IV, HEA program assistance.
 - 2. Under this agreement, ED will use Person Authentication Service (PAS) credentials (a user ID and password) only for purposes directly related to the financial assistance programs authorized under Title IV of the HEA. Using PAS credentials, ED allows individuals to access their ED accounts electronically, to file electronic applications, and electronically to sign loans and other Federal student aid documents.
 - 3. ED will request SSA verification only for those individuals who, at a minimum, have initiated the application process under the HEA.

4. ED, as the recipient agency, will provide Congress and OMB with notice of this program and will publish the required computer matching notice in the Federal Register (FR).

B. SSA Responsibilities:

1. SSA will compare ED's data with SSA data recorded in the Master Files of Social Security Number (SSN) Holders and SSN Applications, SSA/Office of Telecommunications and Systems Operations (OTSO), 60-0058 and send ED a coded response indicating whether the individual's name, date of birth, and SSN match a record in this database. When SSA identifies a match, SSA will provide ED a death indicator if applicable.
2. SSA will verify SSNs and send ED a coded response confirming the citizenship status as recorded in SSA records to ensure that the individual satisfies the financial aid requirements under Title IV of the HEA.
3. SSA will verify the information only when the individual has, at a minimum, initiated the application process under the HEA.

V. Justification and Anticipated Results

A. Justification:

The HEA requires the Secretary of Education, in cooperation with the Commissioner of Social Security, to verify any SSN provided by an applicant and authorizes the Secretary of Education to confirm the citizenship status as recorded in SSA records and to use computer matching to accomplish this goal. Computer matching is believed to be the most efficient and comprehensive method of exchanging and processing this information.

ED anticipates that the matching program under this agreement will assist in the effective verification of the SSN and confirmation of citizenship status as recorded in SSA records of applicants to verify their eligibility for Title IV, HEA program assistance. This matching program will also enhance ED's ability to identify quickly those applicants whose records indicate that they do not have a valid SSN or proof of U.S. citizenship needed to receive disbursement of Title IV, HEA program funds, or who fraudulently attempt to receive Federal student aid. There are no other administrative activities that could be employed to accomplish the same purpose with the same degree of efficiency or accuracy.

B. Anticipated Results:

SSA derives no savings from this computer match. See Attachment 1 for the Cost Benefit Analysis, which provides a specific estimate of ED's savings and

demonstrates that this computer matching program is likely to be cost effective. The cost benefit ratio is .0046.

VI. Description of Matched Records

A. Systems of Records:

SSA's system of records notice entitled "Master Files of Social Security Number (SSN) Holders and SSN Applications" (Enumeration System) SSA/OTSO 60-0058, last fully published on December 29, 2010 (75 FR 82121) and updated on July 5, 2013 (78 FR 40542) and on February 13, 2014 (79 FR 8780), maintains records about each individual who has applied for and obtained an SSN. SSA uses information from the Enumeration System to assign replacement SSNs. Information provided to ED by the applicant for, or recipient of, financial aid would be matched against this system of records.

ED's system of records notice entitled "Federal Student Aid Application File" (18-11-01), last published on August 3, 2011 (76 FR 46774-46781), contains records on applicants' eligibility for Title IV, HEA program assistance, and ED's system of records formerly entitled "The Department of Education (ED) PIN (Personal Identification Number) Registration System" (18-11-12), last published on December 27, 1999 (64 FR 72400-72402), altered and renamed as "Person Authentication Service (PAS)" (18-11-12), on March 20, 2015 (80 FR 14981-14985), contains records used for identification purposes on former, current, and prospective students and parents who apply for PAS credentials, in order to apply for Title IV, HEA program assistance. These ED files will be matched against SSA's Enumeration System to assist ED in determining eligibility requirements. A positive verification (name, SSN, and date of birth submitted by ED match SSA's records) supports the continuation of the student aid application process.

Agencies must publish in the Federal Register routine uses pursuant to the Privacy Act (5 U.S.C. § 552a(b)(3) and (e)(4)(D)) for those systems of records from which they intend to disclose information for purposes of a computer match. SSA and ED have determined that their systems of records notices contain appropriate routine use disclosure authority and that the use is compatible with the purpose for which the information is collected. ED will notify the applicant in writing if it receives a "no match" response, in accordance with Article IX of this agreement.

B. Specified Data Elements:

ED will transmit to SSA the data elements of SSN, date of birth, last name, and first name for each matching verification request. ED will send identifying information from applicant files via Secure File Transfer Protocol (SFTP) using encryption that meets the requirements of Federal Information Processing Standards (FIPS) publication 140-2, "Security Requirements for Cryptographic Modules." SSA will process the verification request and send a response to ED via SFTP using the

FIPS-140-2 standards. If SSA verifies the data and there are multiple SSNs assigned to the individual, SSA also provides up to five SSNs. SSA will provide a “match” or “no match” response and in the case of a “no match” response, the reason for the “no match.” See Attachment 2 for the EVS User Guide, which outlines the possible verification response codes and other information returned, as well as input and output file specifications.

C. Number of Records Involved:

ED projects that it will make 47.8 million verification requests annually. ED will not submit more than 250,000 verification requests per file.

D. Frequency of Matching:

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

VII. Accuracy Assessments

Applicants for Title IV, HEA program assistance provide ED with the personal identification data contained in the ED systems of records being used in this matching program, and, therefore, a high degree of accuracy in the information is achieved. The accuracy rates of the “Federal Student Aid Application File” (18-11-01) and the “Person Authentication Service (PAS)” (18-11-12) were measured and confirmed by the Production Division at Federal Student Aid (FSA) in August 2012 as 98 percent and 97 percent, respectively.

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

The SSA Enumeration System database used for SSN matching is 99.99 percent accurate based on SSA’s Office of Quality Review “FY 2013 Enumeration Accuracy Report (June 18, 2014).”

Individuals applying for SSNs report their citizenship status at the time they apply for their SSNs. There is no obligation for an individual to report to SSA a change in his or her citizenship or immigration status until he or she files a claim for a Social Security benefit. SSA has performed no further assessment on the accuracy of its citizenship data.

VIII. Procedures for Individualized Notice

ED will publish in the Federal Register a notice describing the computer matching program, as required by the Privacy Act. Also, ED will submit notice of the matching program to OMB and Congress, as required by the Privacy Act and implementing OMB guidance. At the time of application, ED will ensure that each applicant for, or recipient

of, applicable Title IV, HEA program assistance is provided individual notice that information provided on his or her application is subject to verification through computer matching programs. Every time a student requests an output document, a periodic notice of computer matching is included on the output document and provided to the student.

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

Not all applicants for Title IV, HEA program assistance apply for, or are in receipt of, SSA program benefits such as Social Security retirement benefits and Supplemental Security Income payments. SSA will notify all individuals who apply for, or are in receipt of, benefits that SSA will conduct computer matching. SSA will provide subsequent direct notice of computer matching to beneficiaries via annual cost of living notices.

IX. Verification Procedure and Opportunity to Contest

A. Verification Procedures:

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

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

he or she should be contacted where practicable.” *Id.* Under the matching program, individual applicant records are matched at the time the student has, at a minimum, initiated an application for Title IV, HEA program assistance.

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

B. Opportunity to Contest:

Under the Privacy Act, ED may not suspend, terminate, reduce, or make a final denial of Title IV, HEA program assistance, or take other adverse action against an individual as a result of the information produced by this matching program unless the individual is provided with a notice (e.g., output document as defined in Article III) stating the results of the match and such individual is given 30 days to contest the adverse match information.

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

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

The FSA Handbook provides specific guidance to institutions with regard to the processing of inaccurate SSNs and claims of U.S. citizenship status that have not been confirmed through this data match.

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

- Students are not to be referred to SSA to resolve citizenship non-confirmation replies;

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

X. Procedures for Retention and Timely Destruction of Identifiable Records

- A. ED will retain all records received from SSA data file(s) with identifying information for 15 years after final repayment, or audit of student financial obligation, or after student record information is transferred to an alternate recordkeeping system (i.e., loan servicing system), whichever is sooner, in accordance with the requirements of the Department of Education Comprehensive Records Retention and Disposition Schedule, 072 FSA Application, Origination, and Disbursement Records. At the conclusion of the mandatory retention period, ED will destroy these records by electronic purging. This procedure is consistent with legal retention requirements established by ED in conjunction with the National Archives and Records Administration.
- B. The institution will retain sufficient identifiable data to support its action to disburse or deny benefits in accordance with the record retention requirements of 34 C.F.R. § 668.24 and with the requirements found in each of the Title IV, HEA program regulations.
- C. SSA will automatically delete the ED input records upon processing completion and transmission of output records to ED.

XI. Records Usage, Duplication, and Redislosure Restrictions

- A. ED agrees to the following limitations on the access to, the disclosure of, and use of identifying information provided by SSA:
 1. The file(s) provided to ED will not be duplicated or disseminated within or outside ED without the written authority of SSA, except as necessary within ED for backup to ongoing operations of the matching program and where advance notice has been provided to SSA and SSA consented to the redislosure in writing. In any such case, ED must specify in writing which records are being redislosed, to whom, and the reasons that justify such redislosure. SSA will not grant such permission unless the redislosure is required by law or is essential to

the conduct of the matching program. All redisclosures will be made consistent with the Privacy Act and applicable Privacy Act guidelines.

2. The file(s) provided to ED remain the property of SSA and will be destroyed as provided in Article X of this agreement.
 3. File(s) provided to ED will not be used to extract information concerning individuals therein for any purpose not specified by this agreement.
 4. The information provided by SSA will be used within ED only to the extent necessary to achieve the purpose of the matching program as stated herein. ED acknowledges that SSA's positive verification of an SSN only establishes that the submitted information matches the information contained in SSA's records. The verification does not, however, authenticate the identity of the individual or conclusively prove that the individual submitting the information is who he or she claims to be.
 5. ED will not use the SSA files to extract information about non-matched individuals for any purpose not specified by this agreement.
 6. ED will, in its contractual relationship with each contractor and/or agent that will have access to the information ED obtains through this agreement, obtain the contractor's and/or agent's written agreement that it will abide by all of the use and redisclosure restrictions and security requirements in this agreement.
 7. ED will identify and provide, from its contractors and/or agents and upon request, a current list of contractors' and/or agents' employees who will have access to the information ED obtains through this agreement. This list will contain the following items: name of contracting firm, list of the contractors' and/or agents' employees who will have access to the information, location of where the work with the information is performed, description of the work that is performed with the information, and contract period (including renewals and extensions). ED further agrees to certify, via a written communication on ED letterhead, to SSA that these contractors are acting on behalf of ED to administer or assist in administering the FSA programs. ED agrees that, upon request, its contractors and/or agents will provide a list of employees who no longer have access to the information under this agreement.
 8. ED employees and contractors and/or agents under contract with ED who access, disclose, or use the information obtained pursuant to this agreement in a manner or for a purpose not authorized by this agreement may be subject to civil and criminal sanctions contained in applicable Federal statutes.
- B. SSA agrees that the information produced by the match may be used by ED for necessary follow-up actions essential to the matching program, as well as when required by law, including to support criminal investigations or prosecutions based on

applications which may arise in this connection. All redisclosures will be made consistent with the Privacy Act and applicable Privacy Act guidelines.

C. SSA agrees to the following limitations on the access to, the disclosure of, and use of data provided by ED:

1. The data provided by ED remains the property of ED and will be destroyed by SSA as provided in Article X of this agreement.
2. The information supplied by ED will be used only for the purposes of, and to the extent necessary in, the administration of the matching program covered by this agreement.
3. Other than for the purposes of this agreement, no file will be created that consists of ED information concerning individuals.
4. The information provided by ED will not be duplicated or disseminated within or outside SSA without the written authority of ED except as necessary within SSA for backup to ongoing operations of the matching program. ED will not grant such authority unless the redisclosure is required by law or is essential to the matching program. All redisclosures will be made consistent with the Privacy Act and applicable Privacy Act guidelines.
5. Duplication will be permitted for backing up the system containing the data. All tapes are properly labeled and securely stored, in accordance with the requirements of the Federal Information Security Management Act.
6. SSA will, in its contractual relationship with each contractor and/or agent that will have access to the information SSA obtains through this agreement, obtain the contractor's and/or agent's written agreement that it will abide by all of the use and redisclosure restrictions and security requirements in this agreement.
7. SSA will identify and provide, from its contractors and/or agents and upon request, a current list of contractors' and/or agents' employees who will have access to the information SSA obtains through this agreement. This list will contain the following items: name of contracting firm, list of the contractors' and/or agents' employees who will have access to the information, location of where the work with the information is performed, description of the work that is performed with the information, and contract period (including renewals and extensions). SSA further agrees to certify, via a written communication on SSA letterhead, to ED that these contractors are acting on behalf of SSA to administer or assist in administering the Social Security Act programs. SSA agrees that, upon request, its contractors and/or agents will provide a list of employees who no longer have access to the information under this agreement.

8. SSA employees and contractors and/or agents under contract with SSA who access, disclose, or use the information obtained pursuant to this agreement in a manner or for a purpose not authorized by this agreement may be subject to civil and criminal sanctions contained in applicable Federal statutes.

XII. Security Procedures

SSA and ED will comply with the requirements of the Federal Information Security Management Act (FISMA), 44 U.S.C. §§ 3541-3549, as amended by the Federal Information Security Modernization Act of 2014 (Pub. L. No. 113-283), related OMB circulars and memoranda, such as Circular A-130, Management of Federal Information Resources (Nov. 28, 2000), 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, 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. Incident Reporting:

Both parties agree to report incidents in accordance with NIST 800-53, Rev. 4.

Upon detection of an incident related to this interconnection, the agency experiencing the incident will promptly notify the other agency's System Security Contact(s) named in this agreement. SSA also will promptly notify the FSA Central Processing System Owner's Primary Representative.

If the agency experiencing the incident is unable to speak with the other agency's System Security Contact within one hour or if for some reason contacting the System Security Contact is not practicable (e.g., outside of normal business hours), then the following contact information shall be used:

SSA:

- National Network Service Center: 1-877-697-4889

ED/FSA:

- EDCIRC: EDCIRC@ed.gov: 202-245-6550

If either SSA or ED experience a loss of PII provided by SSA or ED under the terms of this agreement, they will also comply with the PII breach reporting and security requirements as required by OMB M-06-19, "Reporting Incidents Involving Personally Identifiable Information and Incorporating the Cost for Security into IT Investments," as amended by OMB M-15-01, "Fiscal Year 2014-2015 Guidance on Improving Federal Information Security and Privacy Management Practices" (October 3, 2014). ED and SSA also agree to notify the security contact(s) named in this agreement as soon as possible, but no later than one hour, after the discovery of a breach involving PII. In the event of an incident involving the confirmed loss of PII, the agency experiencing the event is responsible for following its established procedures, including notification to the proper organizations (e.g., United States Computer Emergency Readiness Team). In addition, the agency experiencing the confirmed loss of PII will notify the other agency's Systems Security Contact named in this agreement within one hour. If ED is unable to speak with the SSA Systems Security Contact within one hour or if for some other reason notifying the SSA Systems Security Contact is not practicable (e.g., it is outside of the normal business hours), ED will call SSA's National Network Service Center toll free at 1-877-697-4889.

B. Breach Notification:

SSA and ED will follow PII breach notification policies and related procedures as required by OMB M-07-16, as amended by OMB M-15-01. If the agency that experienced the breach determines that the risk of harm requires notification to affected individuals or other remedies, that agency will carry out these remedies without cost to the other agency.

C. Administrative Safeguards:

SSA and ED will restrict access to the data matched and to any data created by the match to only those 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 ED will advise all personnel who have access to the data matched and to any data created by the match of the confidential nature of the data, the safeguards required to protect the data, and the civil and criminal sanctions for noncompliance contained in the applicable Federal laws.

D. Physical Safeguards:

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

E. Technical Safeguards:

SSA and ED will process the data matched and any data created by the match under the immediate supervision and control of authorized personnel in a manner that will protect the confidentiality of the data, so that unauthorized persons cannot retrieve any data by computer, remote terminal, or other means. Systems personnel must enter personal identification numbers when accessing data on the agencies' systems. SSA and ED will strictly limit authorization to those electronic data areas necessary for the authorized analyst to perform his or her official duties.

F. Application of Policy and Procedures:

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

G. Onsite Inspection:

SSA and ED 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.

XIII. Comptroller General Access

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

XIV. Reimbursement

Subject to availability of appropriations for fiscal years (FY) beyond FY 2016, ED will transfer funds to SSA to support SSA's activities under this agreement. ED will pay SSA for the full amount of costs incurred by SSA in the performance of this agreement notwithstanding the estimated costs included in the attached Cost Benefit Analysis. Transfer of funds will be by means of the Intragovernmental Payment and Collection (IPAC) system.

This agreement does not authorize SSA to incur obligations through the performance of the services described herein. Performance of such services is authorized only by execution of Forms SSA-1235 and Financial Management Service (FMS) Forms 7600A and B. Moreover, SSA may incur obligations by performing services under this agreement only on a FY (October 1 through September 30) or partial FY basis coinciding with the initial duration and the renewal of this agreement. Accordingly, executed Forms SSA-1235 and FMS Forms 7600A and B provide authorization for SSA to perform services under this agreement in FY 2016. Since SSA's performance under this

agreement spans multiple FYs, the parties will sign another SSA-1235 and FMS Forms 7600A and B on or before the commencement of each FY, which will identify reimbursable cost estimates for that FY. SSA's ability to perform work for FYs beyond FY 2016 is subject to the availability of funds.

SSA will collect funds from ED during FY 2016 through the IPAC system on a quarterly basis, sufficient to reimburse SSA for the costs it has incurred for performing services through the date of billing. A copy of the IPAC billing and all original supporting documentation will be mailed to ED at the U.S. Department of Education at Union Center Plaza, 830 First Street, NE., room 64A5, Washington, D.C. 20202, no later than five calendar days following the processing of the IPAC transaction. At least quarterly, but no later than 30 days after an accountable event, SSA will provide ED with a performance report (e.g., a billing statement) that details all work performed to date. Additionally, at least quarterly, the parties will reconcile balances related to revenue and expenses for work performed under the agreement.

Each party to this agreement will be liable for damages or loss resulting from acts and omissions of its own employees in accordance with Federal statutory authority. All information furnished to ED will be subject to the limitations and qualifications, if any, transmitted with such information. SSA must re-perform services if any errors in information provided to ED or loss or destruction of data is attributable to SSA. SSA will provide ED with written notification of the additional costs for the services, the reason(s) that SSA will incur the additional costs, and the steps that SSA has taken to ensure that ED will not have to pay again for the re-performance of the same services in the future. ED will reimburse SSA for such additional costs as a part of the full costs incurred by SSA in compiling and furnishing data to ED.

XV. Duration and Modification of the Agreement

A. Effective Date:

The matching program will be effective on the latest of the following three dates: (A) April 10, 2016; (B) 30 days after notice of the matching program has been published in the FR; or (C) 40 days after a report concerning the matching program has been transmitted to OMB and transmitted to the appropriate Congressional Committees, along with a copy of this agreement, unless OMB waives 10 or fewer days of this 40-day review period for compelling reasons, in which case, 30 days plus whatever number of the 10 days that OMB did not waive from the date of the transmittal of the report to OMB and Congress.

B. Duration:

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

C. Renewal:

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

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

If either party does not want to continue this program, it must notify the other party of its intention not to continue at least 90 days before the end of the period of the 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. Suspension and 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 will be effective 90 days after the date of the notice, or at a later date specified in the notice.

If ED cancels the order, ED authorizes SSA to collect costs incurred prior to cancellation of the order plus any termination costs. SSA or ED may make an immediate, unilateral suspension of the data flow and/or termination of this agreement if either party:

1. Determines that there has been an unauthorized use or disclosure of information;
2. Determines that there has been a violation of or failure to follow the terms of this agreement; or
3. Has reason to believe that the other party has breached the terms for security of data. If so, the parties agree that they will immediately notify the party believed to have breached the terms for security as to the basis of the belief and the intent to unilaterally suspend this agreement. The notice provided will ensure that 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, there will be an indefinite suspension of the agreement until a definite determination has been made regarding whether there has been a breach.

XVI. Dispute Resolution

Disputes related to this agreement will be resolved in accordance with instructions provided in the Treasury Financial Manual Volume I, Part 2, Chapter 4700, Appendix 10, *Intragovernmental Transaction Guide*.

XVII. Persons to Contact

A. SSA Contacts:

Matching Agreement Issues

Kim Cromwell, Government Information Specialist
Office of the General Counsel
Office of Privacy and Disclosure
Social Security Administration
6401 Security Boulevard, 617 Altmeyer Building
Baltimore, MD 21235
Telephone: (410) 966-1392/ Fax: (410) 594-0115
Email: kim.cromwell@ssa.gov

Project Coordinator

Rona Barrash, Project Coordinator
Office of Data Exchange and Policy Publications
Office of Data Exchange
Social Security Administration
6401 Security Boulevard, 4-B-9-F Annex Building
Baltimore, MD 21235
Telephone: (410) 965-7567
Email: rona.barrash@ssa.gov

Computer Systems Issues

Angela Copeland, Branch Chief
Division of Information, Verification, and Exchange Systems/VSB
Office of Earnings, Enumeration and Administrative Systems
Office of Systems
Social Security Administration
6401 Security Boulevard, 3108 (3-C-1) Robert M. Ball Building
Baltimore, MD 21235

Telephone: (410) 965-6865/ Fax: (410) 966-3147
Email: angela.copeland@ssa.gov

Systems Security Issues

Michael G. Johnson, Director
Division of Compliance and Oversight
Office of Information Security
Office of Systems
Social Security Administration
6401 Security Boulevard, 3827 Annex Building
Baltimore, MD 21235
Telephone: (410) 965-0266/ Fax: (410) 597-0845
Email: michael.g.johnson@ssa.gov

Financial Issues

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

B. ED Contacts:

Security Issues

Linda Wilbanks, FSA Chief Information Security Officer
U.S. Department of Education
Federal Student Aid
Technology Office
830 First Street, NE., Rm #102E4
Washington, DC 20202-5454
Telephone: (202) 377-3396
Fax: (202) 275-0492
Email: linda.wilbanks@ed.gov

Department of Education Computer Incident Response Capability (EDCIRC)
Telephone: (202) 245-6550
Email: edcirc@ed.gov

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

Robert Murphy
Alternate Information System Security Officer (ISSO)
Central Processing System (CPS)
U.S. Department of Education
Federal Student Aid, Business Operations, Security Division
830 First Street, NE.
UCP-41B4
Washington, DC 20202-5454
Telephone: (202) 377-3384
Email: robert.murphy@ed.gov

System's Primary Representative

Yolanda Hutcherson
Business Technical Lead, Central Processing System (CPS)
U.S. Department of Education
Federal Student Aid, Business Operations
830 First Street, NE.
UCP-41D2
Washington, DC 20202
Telephone: (202) 377-3594
Fax: (202) 275-3465
Email: yolanda.hutcherson@ed.gov

Matching and Finance Contact

Marya Dennis, Management and Program Analyst
Application Processing Division
U.S. Department of Education
Federal Student Aid
Student Experience Group
830 First Street, NE.
UCP-63G2
Washington, DC 20202-5454
Telephone: (202) 377-3385

Fax: (202) 275-0492
Email: marya.dennis@ed.gov

XVIII. Integration

This agreement, including Attachments 1 and 2, and the accompanying Forms SSA-1235 and FMS Forms 7600A and B 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 the disclosure of the specified SSA SSN and citizenship data made between SSA and ED for the purposes described in this agreement. SSA and ED 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.

XIX. Authorized 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


Keisha Mahoney-Jones
Acting Deputy Executive Director
Office of Privacy and Disclosure
Office of the General Counsel

12/31/2015
Date

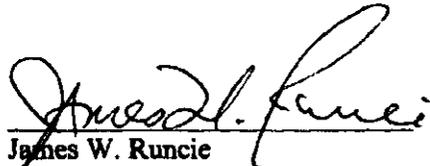
SSA's DIB has reviewed this Agreement and approves it. In accordance with OMB's Final Guidance Interpreting the Provisions of Public Law 100-503, the Computer Matching and Privacy Protection Act of 1988, 54 FR 25818 (June 19, 1989), the Board also has determined that it is appropriate to compress the due process steps of verification and notice and wait into a single step.


Glenn Sklar
Acting Chair, Data Integrity Board
Social Security Administration

2/8/15
Date

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this agreement.

U.S. DEPARTMENT OF EDUCATION



James W. Runcie
Chief Operating Officer
Federal Student Aid
U.S. Department of Education

12/14/15
Date

ED's DIB has reviewed this Agreement and approves it. In accordance with OMB's Final Guidance Interpreting the Provisions of Public Law 100-503, the Computer Matching and Privacy Protection Act of 1988, 54 FR 25818 (June 19, 1989), the Board also has determined that it is appropriate to compress the due process steps of verification and notice and wait into a single step.



Andrew Jackson
Assistant Secretary for Management
Chair, Data Integrity Board
U.S. Department of Education

January 27, 2016
Date

Attachments:

Attachment 1: Cost Benefit Analysis

Attachment 2: EVS User Guide

**COMPUTER MATCHING AGREEMENT
BETWEEN
THE SOCIAL SECURITY ADMINISTRATION (SSA)
AND
THE U. S. DEPARTMENT OF EDUCATION (ED)
Federal Student Aid (FSA)**

Match #1100

I. Purpose

This Computer Matching Agreement (CMA or Agreement) sets forth the terms, safeguards, and procedures under which the Social Security Administration (SSA) will disclose Medical Improvement Not Expected (MINE) disability data of beneficiaries and recipients under Title II and Title XVI of the Social Security Act (Act) to the Department of Education (ED), Federal Student Aid (FSA). ED will use the MINE disability data to contact individuals who have student loan debt and inform those individuals of the total and permanent disability (TPD) discharge process for individuals who have a student loan debt.

This computer matching program will assist ED in its obligation to ensure that borrowers with disabilities who have loans under Title IV of the Higher Education Act of 1965, as amended (HEA) (20 U.S.C. 1070 *et seq.*), more efficiently and effectively apply for TPD discharge of their student loans. ED will proactively send notices to student loan borrowers who are identified by SSA as disabled informing them that they may qualify for TPD discharge of their loans. The notices also will inform these borrowers that ED will accept the MINE data matched information in lieu of the submission of a MINE award letter with the borrower's TPD application, thereby making it easier for these borrowers to submit a TPD application to ED. If Title II and Title XVI disabled student loan borrowers do not apply for the TPD loan discharge, they may have to use their Social Security benefits to repay their student loan debt.

II. Legal Authority

This CMA is executed in compliance with the Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988 and the Computer Matching Privacy Protections Amendments of 1990 (Privacy Act) (5 U.S.C. § 552a), and the regulations and guidance promulgated thereunder.

SSA's legal authority to disclose information under this CMA is section 1106 of the Act (42 U.S.C. § 1306), the regulations promulgated pursuant to that section (20 C.F.R Part 401), and the Privacy Act (5 U.S.C. § 552a(b)(3)).

ED's legal authority to enter into this CMA and to disclose information under this CMA is section 437 of the HEA (20 U.S.C. § 1087(a)), the regulations promulgated pursuant to that section (34 C.F.R § 682.402(c)), and the Privacy Act (5 U.S.C. § 552a(b)(3)).

III. Definitions

- A. "Borrower" means a person who has had a loan disbursed and is fully responsible to pay the loan and interest back to the holder, for financial assistance under applicable student loan programs administered under the authority of Title IV of the HEA (20 U.S.C. § 1070, *et seq.*).
- B. "Contractor and/or Agent" means a third-party entity in a contractual or similar relationship with ED or SSA pursuant to which the third-party entity acts on the respective agency's behalf to administer, or assist in administering, the program described in this CMA.
- C. "Title IV Loan" means a Federal Perkins Loan, William D. Ford Federal Direct Loan, Federal Family Education Loan (FFEL) Loan, and/or a Federal Insured Student Loan (FISL) Loan.

IV. Responsibilities of the Parties

- A. ED's Responsibilities:
 - 1. ED will disclose to SSA the name, date of birth (DOB), and Social Security number (SSN) of individuals who owe a balance on one or more Title IV, HEA loans, or who have a loan written off due to default from the National Student Loan Data System (NSLDS) (18-11-06), last published in full on June 28, 2013 (78 FR 38963-38969) and last updated on April 2, 2014 (79 FR 18534-18536).
 - 2. ED will use the information obtained from SSA only for purposes set forth in this CMA, which are to contact borrowers with disabilities and inform those individuals of the TPD process.
 - 3. ED will request SSA verification only for those borrowers who have an outstanding loan balance on a Title IV Loan, or who have a loan written off due to default as identified in the NSLDS.
 - 4. ED, as the recipient agency, will provide the appropriate Congressional committees and the Office of Information and Regulatory Affairs (OIRA) within Office of Management and Budget (OMB) with notice of this program and will publish in the Federal Register the required notice of a computer matching program.

B. SSA's Responsibilities:

1. SSA will compare the data provided by ED with SSA data recorded in the Disability Control File (DCF), which originate from the Supplemental Security Income Record and Special Veterans Benefits (SSR/SVB), 60-0103, published at 71 FR 1830 on January 11, 2006 and updated on December 10, 2007, published at 72 FR 69723, and the Master Beneficiary Record (MBR) SSA/ORSIS 60-0090, published at 71 FR 1826 on January 11, 2006 and updated on December 10, 2007 at 72 FR 69723 and on July 5, 2013 at 78 FR 40542.
2. If SSA matches a record based on SSN, name, and DOB in the DCF and the medical data indicates MINE status, SSA will provide ED the SSN, name, DOB, and an indicator of "Y." If SSA matches a record based on SSN, name, and DOB in the DCF and the medical data does not indicate MINE status, SSA will not return any information to ED concerning that record. If SSA matches a record based on SSN, but not on name or date of birth, SSA will return an "N" indicator to ED. If the SSN does not match any records contained in SSA's systems of records, SSA will not return any information in the return file to ED. See the specified data elements described below in Article VI.B, for more detail.

V. Justification and Anticipated Results**A. Justification:**

The HEA requires the Secretary of Education to discharge Federal student loans for borrowers who can demonstrate that they meet the statutory definition of being TPD. Under the regulations implementing this statutory provision, to establish their eligibility for a TPD loan discharge, borrowers may document that SSA has designated their condition as MINE. Sharing information on MINE status for Federal student loan borrowers would streamline the process for determining eligibility for this loan discharge, and for identifying and contacting borrowers who are eligible for the discharge, but have not applied to receive it. Computer matching is believed to be the most efficient and comprehensive method of exchanging and processing this information.

ED anticipates that the matching program under this CMA will reduce the time and administrative resources needed to review, and approve applications for a TPD loan discharge. In addition, ED anticipates that the matching program will support outreach efforts to borrowers who are eligible for the discharge, but have not applied to receive it. This outreach has the potential both to better fulfill the statutory intent of releasing TPD borrowers from their obligation to repay their loans and to reduce ED's administrative costs by eliminating the need for ongoing loan servicing and collection efforts for these borrowers, who are often delinquent or in default due to their conditions. This method has been determined to be the most accurate and efficient means of accomplishing these purposes.

While there is no direct benefit from this matching program to SSA, the match will benefit SSA's beneficiaries and recipients whose student loans are eligible for TPD discharge because those individuals will not be subject to offset of their SSA benefits to repay the student loans.

B. Anticipated Results:

The match with SSA will streamline the discharge approval process, easing the burden on borrowers who otherwise would need to formally document their eligibility. While we do not expect this change will have a significant impact on ED's operational costs for the TPD discharge application process, it will lessen the burden on disabled borrowers substantially. The match will allow ED to identify borrowers who are potentially eligible for a TPD discharge, but unaware of their status. This information will be used to enable more borrowers to take advantage of this statutory discharge.

SSA will not derive any benefit, direct or indirect, from this matching program. Assuming a 25 percent increase over ED's most recent annual TPD discharge data, the match would result in an additional 6,148 borrowers receiving a TPD discharge based on their SSA disability status in 2016. Discharging these loans in 2016 is estimated to reduce future servicing costs by \$1,051,308 (\$2.85 times 120 months times 3,074 borrowers) and to reduce debt collection costs by \$391,013 (\$1.06 times 120 months times 3,074 borrowers). The total estimated, avoided servicing and/or collection costs of \$1,442,321 over ten years outweigh the administrative costs of the matching program. (For additional information on the Cost Benefit Analysis, see Attachment A).

VI. Description of Matched Records

A. Systems of Records:

SSA will disclose to ED information from the "Supplemental Security Income Record and Special Veterans Benefits" system of records 60-0103, published on January 11, 2006 (71 FR 1830) and updated on December 10, 2007 (72 FR 69723), and the Master Beneficiary Record system of records 60-0090, published on January 11, 2006 (71 FR 1826) and updated on December 10, 2007 (72 FR 69723) and July 5, 2013 (78 FR 40542).

ED will disclose to SSA information from, and maintain information obtained from SSA in, its system of records entitled "National Student Loan Data System (NSLDS) (18-11-06)", as last published in the FR in full on June 28, 2013 (78 FR 38963) and last updated on April 2, 2014 (79 FR 18534).

SSA and ED have determined that their systems of records contain appropriate routine use disclosure authority and that the use is compatible with the purpose for

which the information was collected. ED will notify all borrowers in writing who match the SSA with a MINE rating equal to Y by an acknowledgement or letter informing them that their information matched in accordance with Article VIII of this CMA.

B. Specified Data Elements:

ED will transmit to SSA the name (last and first), DOB, and SSN for each borrower request. ED will send identifying information from the NSLDS database via Secure File Transfer Protocol (SFTP) using encryption that meets the requirements of Federal Information Processing Standards (FIPS) publication 140-2, "Security Requirements for Cryptographic Modules."

SSA will process the verification request and send a response to ED via SFTP using the FIPS-140-2 standards.

- If SSA matches a record based on SSN, name, and DOB in the DCF and the medical data indicates MINE status, SSA will provide ED the SSN, name, DOB and a "Y" indicator.
- If SSA matches a record based on SSN, name, and DOB in the DCF, but the medical data does not indicate MINE status, SSA will not return any information to ED.
- If SSA matches a record based on SSN, but not on name or DOB, SSA will return an "N" indicator to ED.
- If the SSN does not match any records contained in SSA's SSR/SVB or MBR, SSA will not return any information to ED.

C. Number of Records Involved:

ED projects that it will send requests to SSA each quarter for matching 45 million individual identifiers for those borrowers who owe a balance on one or more Title IV Loans or who have a Title IV Loan written off due to default.

D. Frequency of Matching:

ED will transmit data to SSA via batch process on a quarterly basis. SSA will respond via a batch process within a week of receipt of the file.

VII. Accuracy Assessments

The disclosure of the MINE data which is used in part from the SSA's SSR/SVB database is 91.4 percent accurate based on SSA's Office of Quality Review "FY 2013 Title XVI Transaction Accuracy Review Report (August 19, 2014)."

NSLDS is a large repository of student grant and loan information. The data reported to NSLDS comes from multiple entities including other FSA systems, schools, guaranty

agencies, and Federal loan servicers. Before data is loaded to NSLDS, it must go through a series of edit validations to ensure the data being reported meets the published reporting requirements. For all NSLDS data providers who reported for both 2012 and 2013, the combined edit pass rate was 96.11 percent and for all NSLDS data providers who reported for both 2013 and 2014, the combined edit pass rate was 95.78 percent. These passage rates are based on the NSLDS 2013 Annual Data Quality Report, Version 1.0, dated April 14, 2014 and NSLDS 2014 Annual Data Quality Report, Version 0.1 Draft, dated March 27, 2015, respectively, published by NSLDS.

VIII. Procedures for Individualized Notice

ED will publish in the FR a notice describing the computer matching program, as required by the Privacy Act. ED will also submit notice of the matching program to the OIRA within OMB and to appropriate Congressional committees, as required by the Privacy Act and implementing OMB guidance. ED will ensure that, each applicant for, or recipient of, applicable Title IV program assistance is provided with individual notice that information provided on his or her application is subject to verification through computer matching programs. ED will send all borrowers who match the SSA data an acknowledgement or letter informing them that their information matched.

Not all applicants/beneficiaries for Title IV, HEA assistance apply for, or are in receipt of, SSA program benefits such as Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI) payments. SSA will notify all individuals who apply for, or are in receipt of, benefits that SSA will conduct computer matching. SSA will provide subsequent direct notice of computer matching to beneficiaries via annual cost of living notices.

IX. Verification Procedure and Opportunity to Contest

Once a borrower who is receiving SSI or SSDI disability payments is identified by SSA as having a disability status of MINE, ED will contact individuals who have student loan debt and inform those individuals of the TPD discharge process for individuals who have a student loan debt.

ED will accept SSA's award letter with a MINE designation as evidence of TPD, rather than requiring a physician's certification.

ED cannot discharge a loan, which may have tax consequences for the borrower, until/unless the borrower officially requests the discharge by completing a TPD loan discharge application.

If a borrower is not identified by SSA as having a MINE status, the borrower still will have the option to submit a TPD loan discharge application and provide the required physician's certification in order to determine his or her eligibility for a TPD.

X. Procedures for Retention and Timely Destruction of Identifiable Records

- A. ED will retain all records received from SSA data file(s) with identifiable information for 15 years after final repayment or discharge, or audit of student financial obligation, in accordance with the requirements of ED's Comprehensive Records Retention and Disposition Schedule, 072 FSA Application, Origination, and Disbursement Records. At the conclusion of the mandatory retention period, ED will destroy these records by electronic purging. This procedure is consistent with legal retention requirements established by ED in conjunction with the National Archives and Records Administration.
- B. SSA will automatically delete the ED input records upon processing completion and transmission of output records to ED and will record an indicator that the query was received and processed for auditing purposes.

XI. Records Usage, Duplication, and Redisclosure Restrictions

- A. ED agrees to the following limitations on the access to, the disclosure of, and use of identifying information provided by SSA:
1. The information provided by SSA will be used within ED only to the extent necessary to achieve the purpose of notifying borrowers of potential disability discharge as stated herein and will not be used to extract information concerning individuals therein for any purpose not specified in this CMA.
 2. ED acknowledges that SSA's positive verification of an SSN only establishes that the submitted information matches the information contained in SSA's records. The verification does not, however, authenticate the identity of the individual or conclusively prove that the individual submitting the information is who he or she claims to be.
 3. ED will not use the SSA files to extract information about non-matched individuals for any purpose.
 4. ED will, in its contractual relationship with each contractor and/or agent, obtain the contractor's and/or agent's written agreement that it will abide by all of the use and redisclosure restrictions and security requirements in this CMA.
 5. ED will identify and provide, upon request, a current list of contractors' and agents' employees who will have access to the information ED obtains through this CMA. This list will contain the following items: name of contracting firm, list of the contractors' and/or agents' employees who will have access to the information, location of where the work with the information is performed, description of the work that is performed with the information, and contract period (including renewals and extensions). ED will certify, via a written communication on ED letterhead, to SSA that these contractors and/or agents are

acting on behalf of ED to administer or assist in administering the FSA programs. ED agrees that its contractors and/or agents will, upon request, provide a list of employees who no longer have access to the information under this CMA.

6. ED employees and contractors and/or agents under contract with ED who access, disclose, or use the information obtained pursuant to this CMA in a manner or for a purpose not authorized by this CMA may be subject to civil and criminal sanctions contained in applicable Federal statutes.
- B. SSA agrees that the information produced by the match may be used by ED for necessary follow-up actions essential to the TPD program, as well as when required by law, including to support criminal investigations or prosecutions based on applications which may arise in this connection. All redisclosures will be made consistent with the Privacy Act and applicable Privacy Act guidelines.
- C. SSA agrees to the following limitations on the access to, the disclosure of, and use of name, DOB, and SSN data provided by ED:
1. The data provided by ED remains the property of ED and will be destroyed by SSA when no longer needed to provide information to ED.
 2. The information supplied by ED will be used within SSA only for the purposes of, and to the extent necessary in, the administration of the TPD loan discharge program covered by this CMA.
 3. Other than for the purposes of this CMA, SSA will not store or create additional files of ED information. SSA will only mark a matching record where the name, SSN, DOB, and MINE data matched.
 4. The information provided by ED will not be duplicated or disseminated within or outside SSA without the written authority of ED, except as necessary within SSA for backup to ongoing operations of the matching program. ED will not grant such authority unless the redisclosure is required by law or is essential to the matching program. All redisclosures will be made consistent with the Privacy Act and applicable Privacy Act guidelines.
 5. SSA will be permitted to duplicate records only where the name, DOB, SSN, and MINE data matched the information provided by ED for the sole purpose of backing up SSA's system containing the data.
 6. SSA will obtain from any contractor or agent that has access to ED's data a written agreement that it will abide by all of the use and redisclosure restrictions and security requirements in this CMA.
 7. SSA will identify and provide, upon request, a current list of contractors' and agents' employees, who will have access to the information SSA obtains through

this CMA. This list will contain the following items: name of contracting firm, list of the contractors' and/or agents' employees who will have access to the information, location of where the work with the information is performed, description of the work that is performed with the information, and contract period (including renewals and extensions). SSA will certify, via a written communication on SSA letterhead, to ED that these contractors and/or agents are acting on behalf of SSA to administer or assist in administering the Act programs. SSA agrees that its contractors and/or agents will, upon request, provide a list of employees who no longer have access to the information under this CMA.

8. SSA employees and contractors and/or agents under contract with SSA who access, disclose, or use the information obtained pursuant to this CMA in a manner or for a purpose not authorized by this CMA may be subject to civil and criminal sanctions contained in applicable Federal statutes.

XII. Security Procedures

SSA and ED will comply with the requirements of the Federal Information Security Management Act of 2002, 44 U.S.C. 3541-3549, as amended by the Federal Information Security Modernization Act of 2014 (Pub. L. 113-283) (FISMA), related OMB circulars and memoranda, such as Circular A-130, "Management of Federal Information Resources" (Nov. 28, 2000), and Memorandum M-06-16, "Protection of Sensitive Agency Information" (June 23, 2006); the Privacy Act; National Institute of Standards and Technology (NIST) directives; and the Federal Acquisition Regulations (FAR), including any applicable amendments published after the effective date of this CMA. These laws, directives, and regulations include requirements for safeguarding Federal information systems and 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 CMA.

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

A. Incident Reporting:

Upon detection of a security incident or PII breach related to this CMA, the agency experiencing the incident will promptly notify the other agency's System Security Contact(s) named in this CMA. SSA will promptly notify the following FSA contacts in the order listed, until a successful notification has been made: National Student Loan Data System Owner's Primary Representative or National Student Loan Data System Information System Security Officer (ISSO).

If the agency experiencing the incident is unable to speak with the other agency's System Security Contact within one hour or if for some reason contacting the System Security Contact is not practicable (e.g., outside of normal business hours), then the following contact information shall be used:

SSA:

- National Network Service Center: 1-877-697-4889

ED/FSA:

- EDCIRC: EDCIRC@ed.gov: 202-245-6550

If either SSA or ED experience a loss of PII provided by either agency under the terms of this CMA, SSA or ED will also comply with the PII breach reporting and security requirements as required by OMB M-06-19, "Reporting Incidents Involving Personally Identifiable Information and Incorporating the Cost for Security into IT Investments," as amended by OMB M-15-01, Fiscal Year 2014-2015 "Guidance on Improving Federal Information Security and Privacy Management Practices" (October 3, 2014). ED and SSA also will notify the security contact(s) named in this CMA as soon as possible, but no later than one hour after the discovery of a breach involving PII. The agency that experienced the incident will be responsible for following its established procedures, including notifying the proper organizations (e.g., United State Computer Emergency Readiness Team (US-CERT), the ISSOs and other contacts listed in this document), conducting a breach and risk analysis, and making a determination of the need for notice and/or remediation to individuals affected by the loss. If the agency's analysis indicates that an individual notice and/or remediation is appropriate, the agency that experienced the incident will be responsible for providing such notice and/or remediation without cost to the other agency.

B. Administrative Safeguards:

SSA and ED 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 CMA. Further, SSA and ED will advise all personnel who have access to the data matched and to any data created by the match of the confidential nature of the data, the safeguards required to protect the data, and the civil and criminal sanctions for noncompliance contained in the applicable Federal laws.

C. Physical Safeguards:

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

D. Technical Safeguards:

SSA and ED will process the data matched and any data created by the match under the immediate supervision and control of authorized personnel in a manner that will protect the confidentiality of the data, so that unauthorized persons cannot retrieve any data by computer, remote terminal, or other means. Systems personnel must enter personal identification numbers when accessing data on the agencies' systems. SSA and ED will strictly limit authorization to those electronic data areas necessary for the authorized analyst to perform his or her official duties.

E. Application of Policy and Procedures:

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

F. Onsite Inspection:

SSA and ED 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 CMA.

XIII. Comptroller General Access

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

XIV. Reimbursement

Subject to availability of appropriations for fiscal years beyond Fiscal Year (FY) 2016, ED will transfer funds to SSA to support SSA's activities under this CMA. ED will pay SSA for the full amount of costs incurred by SSA in the performance of this CMA, notwithstanding the estimated costs included in Attachment A, the Cost Benefit Analysis. Transfer of funds will be by means of the Intragovernmental Payment and Collection (IPAC) system.

This CMA does not authorize SSA to incur obligations through the performance of the services described herein. Performance of such services is authorized only by execution of Forms ED 7600A, 7600B and SSA 1235. Accordingly, executed ED 7600A, 7600B and SSA 1235 provide authorization for SSA to incur obligations by performing services under this CMA only on a FY (October 1 through September 30) or partial FY basis coinciding with the initial duration and the renewal of this CMA. Accordingly, executed ED7600A, 7600B and SSA 1235 provide authorization for SSA to perform services

under this CMA in FY 2016. Since SSA's performance under this CMA spans multiple FYs, the parties will sign another SSA-1235 and ED-7600A and 7600B on or before the commencement of each FY, which will identify reimbursable cost estimates for that FY. SSA's ability to perform work for FYs beyond FY 2016 is subject to the availability of funds.

SSA will collect funds from ED during FY 2016 through the IPAC system on a quarterly basis, sufficient to reimburse SSA for the costs it has incurred for performing services through the date of billing. A copy of the IPAC billing or invoice and all original supporting documentation will be emailed to the FSA no later than five calendar days following the processing of the IPAC transaction. At least quarterly, but no later than 30 days after an accountable event, SSA will provide ED with a performance report (e.g., a billing statement) that details all work performed to date. Additionally, at least quarterly, the parties will reconcile balances related to revenue and expenses for work performed under the CMA.

Each party to this CMA will be liable for damages or loss resulting from acts and omissions of its own employees in accordance with Federal statutory authority. All information furnished to ED will be subject to the limitations and qualifications, if any, transmitted with such information. If, because of any errors in information provided to ED or loss or destruction of data that is attributable to SSA, SSA must re-perform services, then SSA will provide ED with written notification of the additional costs for the services, the reason(s) that SSA will incur the additional costs, and the steps that SSA has taken to ensure that ED will not have to pay again for the re-performance of the same services in the future. ED will reimburse SSA for such additional costs as a part of the full costs incurred by SSA in compiling and furnishing data to ED.

XV. Duration and Modification of the Agreement

A. Effective Date:

The life of this CMA is estimated to cover the 18-month period from November 30, 2015, through May 29, 2017. However, the effective date of this CMA and the date when the match may begin shall be whichever date is the latest of the following three dates: (1) the date of the last signatory to this CMA as set forth in Article XIX, below; (2) at the expiration of the 30-day public comment period following ED's publication of notice of this matching program in the Federal Register; or (3) at the expiration of the 40 day period following ED's transmittal of a report concerning the matching program to OMB and to the appropriate Congressional Committees, along with a copy of this agreement, unless OMB waives 10 or fewer days of this 40-day review period for compelling reasons, in which case, 30 days plus whatever number of the 10 days that OMB did not waive from the date of the transmittal of the report to OMB and Congress.

B. Duration:

This CMA will be in effect for an initial period of 18 months.

C. Renewal:

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

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

If either party does not want to continue this program, it must notify the other party of its intention not to continue at least 90 days before the expiration of the CMA.

D. Modification:

The parties may modify this CMA at any time by a written modification, agreed to by both parties and approved by the DIB of each agency.

E. Termination:

The parties may terminate this CMA at any time with the consent of both parties. Either party may unilaterally terminate this CMA upon written notice to the other party, in which case the termination will be effective 90 days after the date of the notice, or later specified in the notice.

If ED cancels the agreement, ED authorizes SSA to collect costs incurred prior to cancellation of the order plus any termination costs. SSA or ED may make an immediate, unilateral suspension of the data flow of this Agreement if either party:

1. Determines that there has been an unauthorized use or disclosure of information;
2. Determines that there has been a violation of or failure to follow the terms of this CMA; or
3. Has reason to believe that the other party has breached the terms of this CMA for security of data. If so, the parties agree that they will immediately notify the party believed to have breached the terms for security as to the basis of the belief and the intent to unilaterally suspend this CMA. The notice provided will ensure that 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 CMA. If either party suspends the

Agreement in accordance with this section, there will be an indefinite suspension of the CMA until a definite determination has been made regarding whether there has been a breach.

XVI. Dispute Resolution

Disputes related to this CMA shall be resolved in accordance with instructions provided in the Treasury Financial Manual Volume 1, Part 2, Chapter 4700, Appendix 10, *Intragovernmental Transaction Guide*.

XVII. Persons to Contact

A. SSA Contacts:

Matching Agreement Issues

Kim Cromwell, Government Information Specialist
Office of the General Counsel
Office of Privacy and Disclosure
Social Security Administration
6401 Security Boulevard, 617 Altmeyer Building
Baltimore, MD 21235
Telephone: (410) 966-1392/ Fax: (410) 594-0115
Email: Kim.Cromwell@ssa.gov

Project Coordinator

Rona Barrash, Project Coordinator
Office of Data Exchange and Policy Publications
Office of Data Exchange
Social Security Administration
6401 Security Boulevard, 4-B-9-F Annex Building
Baltimore, MD 21235
Telephone: (410) 965-7567
Email: Rona.Barrash@ssa.gov

Computer Systems Issues

Alan Elkin, Branch Chief
Disability Control Branch
Division of Title II Control & Queries
Office of Retirement and Survivors Insurance Systems
Social Security Administration
6401 Security Boulevard, 4-A-6 Robert M. Ball Building
Baltimore, MD 21235-6401
Telephone: (410) 965-8050/ Fax: (410) 966-5272
Email: Alan.Elkin@ssa.gov

Systems Security Issues

Michael G. Johnson, Director
Division of Compliance and Oversight
Office of Information Security
Office of Systems
Social Security Administration
6401 Security Boulevard, 3827 Annex Building
Baltimore, MD 21235
Telephone: (410) 965-0266/ Fax: (410) 597597-0845
Email: Michael.G.Johnson@ssa.gov

Financial Issues

Douglas Robertson, Financial Management Analyst
Division of Reimbursable and Administrative Collections/IABT
Office of Finance
Social Security Administration
2-K-5 East Low Rise Building
6401 Security Boulevard
Baltimore, MD 21235
Telephone: (410) 965-7176
Fax: (410) 967-1673
Email: Douglas.Robertson@ssa.gov

B. ED Contacts:**Matching Agreement Issues**

John Kane
U.S. Department of Education
Federal Student Aid
830 First Street, NE.
Washington, DC 20202-5454
Telephone: (202) 377-4607
Email: John.Kane@ed.gov

Computer Security Issues

Linda Wilbanks, FSA Chief Information Security Officer
U.S. Department of Education
Federal Student Aid
Technology Office
830 First Street, NE.
Washington, DC 20202-5454
Telephone: (202) 377-3396/Fax: (202) 275-0492
Email: Linda.Wilbanks@ed.gov

Systems Security Issues

Dev Nayak, System Owner's Primary Representative
Business Technical Lead, NSLDS
U.S. Department of Education
Federal Student Aid, Business Operations
830 First Street, NE
UCP-41D2
Washington, DC 20202
Telephone: (202) 377-4036
Email: Dev.Nayak@ed.gov

Barbara Cobbs, ISSO
NSLDS
U.S. Department of Education
Federal Student Aid, Business Operations
830 First Street, NE
UCP- 43B5
Washington, DC 20202
Telephone: (202) 377-3555
Email: Barbara.Cobbs@ed.gov

Billing Financial Issues

ED Finance Office
Eugene Park
Director, FSA Administration
830 First Street, NE
UCP 54C2
Washington, DC 20202
Telephone: (202) 377-4658
Email: Eugene.Park@ed.gov

Program Contact

Lisa Oldre, Management and Program Analyst
Operations Services Division
U.S. Department of Education
Federal Student Aid
830 First Street, NE.
Washington, DC 20202-5454
Telephone: (202) 377-3249
Email: Lisa.Oldre@ed.gov

XVIII. Integration

This CMA, including Attachment A, and the accompanying Forms SSA-1235, ED 7600A, and ED 7600B constitute the entire Agreement of the parties with respect to its subject matter and supersede all other data exchange agreements made between SSA and ED that pertain to the disclosure of the specified SSA data for the purposes described in this CMA. SSA and ED have made no representations, warranties, or promises outside of this Agreement. This CMA takes precedence over any other agreements that may be in conflict with it.

XIX. Authorized 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 CMA.

SOCIAL SECURITY ADMINISTRATION


Keisha Mahoney-Jones

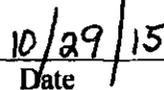
Acting Deputy Executive Director
Office of Privacy and Disclosure
Office of the General Counsel


Date

SSA's DIB has reviewed and approves this CMA. In accordance with OMB's Final Guidance Interpreting the Provisions of Public Law 100-503, the Computer Matching and Privacy Protection Act of 1988," 54 FR 25818 (June 19, 1989), the Board also has determined that it is appropriate to compress the due process steps of verification and notice and wait into a single step.


Mary Ann Zimmerman

Acting Chair, Data Integrity Board
Social Security Administration


Date

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this CMA.

U. S. DEPARTMENT OF EDUCATION



James W. Runcie
Chief Operating Officer
Federal Student Aid
U.S. Department of Education

10/21/2015
Date

ED's DIB has reviewed and approves this CMA. In accordance with OMB's Final Guidance Interpreting the Provisions of Public Law 100-503, the Computer Matching and Privacy Protection Act of 1988," 54 FR 25818 (June 19, 1989), the Board also has determined that it is appropriate to compress the due process steps of verification and notice and wait into a single step.



Andrew Jackson
Assistant Secretary for Management
Chair, Data Integrity Board
U.S. Department of Education

10/30/2015
Date

Attachment:

Attachment A: Cost Benefit Analysis

Attachment A**COST BENEFIT ANALYSIS – COMPUTER MATCHING PROGRAM**

This Cost Benefit Analysis measures costs and benefits associated with matching Social Security Administration (SSA) and the U.S. Department of Education (ED) records. More specifically, names, date of birth, and Social Security numbers of Federal student loan borrowers under Title IV of the Higher Education Act of 1965, as amended (HEA) will be submitted by ED to SSA, which will then return information on borrowers who have received a disability designation of Medical Improvement Not Expected (MINE) under the Social Security Act (Act), Title II Federal Old-Age, Survivors and Disability Insurance Benefits (42 U.S.C §§ 401-434) and Title XVI Supplemental Income for the Aged, Blind and Disabled (42 U.S.C §§ 1381-1383f). ED will use the MINE disability data to identify and reach out to borrowers who could be eligible for a total and permanent disability (TPD) loan discharge, as well as to expedite the processing of TPD applications.

Analytical Data and Assumptions

The costs of this computer matching program consist of processing costs at SSA to produce the match, and management, documentation, tracking activities, and certain fixed costs (supplies, phone, postage, etc.). It is assumed that one (1) analyst—listed as the Operational Subject Matter Expert (SME) in the table below—will spend approximately ten (10) percent of his/her time on work related to this computer matching program. This evaluation is based on other, similar matches performed during fiscal year (FY) 2014.

A. ADMINISTRATIVE COSTS

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|-----|-------------------------------|----------|
| I. | FY 2016 SSA PROCESSING COSTS: | \$37,500 |
| II. | FY 2016 ED STAFF COSTS: | \$19,832 |

| STAFF | HOURS/YEAR | RATE | TOTAL |
|---------------------------|------------|------|-----------------|
| System Security Officer | 16 | \$42 | \$672 |
| Operational SME | 210 | \$46 | \$9,660 |
| Operational Manager | 12 | \$64 | \$768 |
| FSA Contracts | 50 | \$50 | \$2,500 |
| FSA Contracts | 50 | \$36 | \$1,800 |
| OCIO/IA | 24 | \$54 | \$1,296 |
| OCIO | 5 | \$64 | \$320 |
| Office of General Counsel | 44 | \$64 | \$2,816 |
| TOTAL | | | \$19,832 |

TOTAL ADMINISTRATIVE COSTS: \$57,332

B. BENEFITS

Under the student loan programs authorized under Title IV of the HEA, borrowers are eligible to have their loans discharged if they are determined to be totally and permanently disabled. Under the current process, 24,592 TPD discharges were approved based on a borrower's SSA disability status between September 1, 2014, and August 31, 2015. The proposed match with SSA will streamline the discharge approval process, easing the burden on borrowers who otherwise need to formally document their eligibility through the provision of SSA disability determinations or doctor's certifications. While we do not expect this change will have a significant impact on ED's operational costs for the TPD discharge application process, it will lessen the burden on disabled borrowers substantially, as the process for obtaining documentation materials to certify their eligibility from SSA regional offices can be difficult and time-consuming.

In addition, the match will allow ED to identify borrowers who are potentially eligible for a TPD discharge, but unaware of their status. This information will be used to inform outreach efforts that will increase awareness of the TPD discharge program and enable more borrowers to take advantage of this statutory discharge. In the absence of the SSA data, we do not have a basis for estimating the size of the potentially eligible borrower population; if we assume a 25 percent increase over our most recent annual TPD discharge data, the match would result in an additional 6,148 borrowers receiving a TPD discharge based on their SSA disability status in 2016. The average discharge during 2015 was \$33,619. Multiplying this figure by the estimated increase in the number of TPD discharges results in anticipated additional discharge costs of \$206,689,612. Because borrowers qualifying for a TPD discharge are highly unlikely to have sufficient income to successfully repay their loans, in virtually all cases the additional loans discharged as a result of a match would otherwise either default or be forgiven under an income-driven repayment (IDR) plan. As a result, the additional amounts discharged via TPD do not represent new costs, but rather a shift of anticipated costs from one category to another.

In addition, a TPD discharge is preferable for the government to either a default or IDR-related forgiveness as it will eliminate years of servicing and/or collection costs on loans for which payments are not being made and cannot reasonably be expected to be made. Under ED contracts as of September 2015, loan servicers receive \$2.85 a month for a borrower in repayment and current, even if that borrower is making a \$0 payment under an IDR plan. Under the contract in place in September 2015, the vendor operating the Debt Management and Collection System receives \$1.06 a month for each defaulted borrower maintained on the system, regardless of whether payments are being made. If we assume the additional 6,184 borrowers estimated to receive TPD discharges are split evenly between the servicing and collection systems and would remain active an average of 10 years—the standard budget scoring window—before being forgiven or written off as uncollectable, discharging these loans in 2015 would reduce future servicing costs by \$1,051,308 (\$2.85 times 120 months times 3,074 borrowers) and reduce debt collection costs by \$391,013 (\$1.06 times 120 months times 3,074 borrowers). The total avoided servicing and/or collection cost of \$1,442,321 over ten years far outweighs the administrative costs of the matching agreement. (This amount would change if the match is more or less successful than assumed in

increasing the number of TPD discharges, or if the future terms of the servicing and collection contracts differ from those reflected in this analysis.)

C. COST/BENEFIT RATIO

For the purposes of the cost/benefit ratio, the benefit calculation is limited to the estimated servicing and collection costs avoided as a result of the match (\$1,442,321 divided by 10 years).

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|------------------------------|---|-----------------|
| <u>TOTAL ANNUAL COSTS</u> | = | <u>\$57,332</u> |
| AVERAGE ANNUAL BENEFITS | = | \$144,232 |
| Cost to Benefit Ratio for ED | = | 0.40 |