

**COMPUTER MATCHING AGREEMENT  
BETWEEN THE  
SOCIAL SECURITY ADMINISTRATION  
AND THE  
OFFICE OF PERSONNEL MANAGEMENT**

**Match #1071**

**I. Purpose**

This computer matching agreement between the Social Security Administration (SSA) and the Office of Personnel Management (OPM) sets forth the terms, conditions, and safeguards under which SSA will disclose benefit information regarding individuals who receive benefits from SSA under Title II of the Social Security Act (Act). OPM's Retirement Services will use this information to meet its legal obligation to offset its payments to disability annuitants, children survivor annuitants, and spousal survivor annuitants who receive benefits from OPM. This matching activity will enable OPM to determine eligibility for these benefits and compute the benefits it provides to these individuals at the correct rate. Appendices A, B, and C of this agreement contain specific information on the matching programs that OPM will conduct.

**II. Legal Authority**

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

The legal authority for this agreement is 5 U.S.C. §§ 8442(f), 8443(a), 8452(a)(2)(A), and 8461(h)(1). The legal authority for SSA's disclosures under this agreement are section 1106 of the Act (42 U.S.C. § 1306) and the Privacy Act (5 U.S.C. § 552a(b)).

**III. Responsibilities of the Parties**

**A. SSA**

1. SSA will verify Social Security numbers (SSN) provided by OPM using SSA's Master File of SSN Holders and SSN Applications (Enumeration System) system of records, 60-0058.
2. When the SSN provided by OPM matches SSA's Enumeration System, SSA will match the record against SSA's Master Beneficiary Record (MBR) system of records, 60-0090.

3. SSA will provide OPM with individuals' beneficiary status under Title II of the Act and associated benefit data from the MBR via the State Verification and Exchange System (SVES).
4. If the SSN provided by OPM does not match SSA's Enumeration System, SSA, in accordance with the appropriate technical code found in the SSA SVES & SOLQ manual, will provide OPM with the code specifying why there was no match.

## **B. OPM**

1. On a daily basis, OPM will provide to SSA, an extract from its Annuity Master File from pending claims snapshot records via the File Transfer Management System. The extracted file will contain the following identifying information concerning the disability annuitant, child survivor annuitant, and survivor annuitant from whom OPM is legally required to offset benefits by a percentage of benefits payable under Title II of the Act: full name, SSN, date of birth, and necessary SVES indicator, as required to extract Title II data from SSA's MBR via SVES. The SVES indicator specifies the type of request, enabling the SVES application to know from where to extract the requested data, i.e., from the MBR.
2. Up to twice a month, OPM will provide SSA with the following information identifying all disability annuitants in pay status for whom OPM has no records of receiving Title II benefits: full name, SSN, date of birth, and necessary SVES indicator, as required to extract Title II data from SSA's MBR via SVES.
3. OPM will use the match results to identify:
  - a. Federal Employees' Retirement Systems (FERS) disability annuitants who are receiving Social Security disability insurance benefits (Appendix A);
  - b. FERS child survivor annuitants who are receiving Social Security child's insurance benefits (Appendix B); and
  - c. FERS survivor annuitants who may be eligible to receive Supplementary Annuity benefits (Appendix C).
4. OPM acknowledges that SSA's positive response on the name, date of birth (DOB), and SSN only establishes that the submitted information matches the information contained in SSA's records. SSA's verification does not authenticate the identity of the individual or conclusively prove that the individual submitting the information is who he or she claims to be.

## **IV. Accuracy Assessments**

OPM estimated, based on its sample review, that OPM's Annuity Master File is 95 percent accurate. SSA estimated, by matching the identification data with SSA's

payment record, that SSA's payment record is 99 percent accurate. OPM notifies the annuitant of the benefit amounts SSA provides, and which OPM will use to reduce FERS benefits. There is no indication from these annuitant contacts that the information SSA provides via the match is inaccurate.

## **V. Procedures for Individualized Notices**

### **A. Applicants**

Both SSA and OPM will notify all applicants for benefits in their respective programs, that both agencies will conduct matching programs. As concerns the matching activities described in this agreement, SSA's notice consists of appropriate language printed on its application forms for Title II benefits, or a separate handout with appropriate language when necessary. OPM's notice consists of appropriate language printed on its application forms and forms related to requests for information concerning FERS Disability benefits.

### **B. Annuitants/Survivors**

Both SSA and OPM will provide subsequent periodic notices of computer matching to their respective retirees, annuitants, beneficiaries, and recipients as required. SSA's notification consists of a general notice in the Federal Register and periodic mailings to all beneficiaries and recipients, with a description of SSA's matching activities as stated above. OPM's notice consists of information included in the Federal Register and appropriate language printed on yearly mailings to all annuitants, survivor annuitants, and their representatives describing OPM's matching activities.

### **C. Federal Register Notice**

OPM, as the recipient agency, will provide Congress and the Office of Management and Budget (OMB) with notice of this program and will publish the required matching notice in the Federal Register pursuant to the Privacy Act, 5 U.S.C. § 552a(e)(12).

## **VI. Verification Procedure and Opportunity to Contest**

### **A. Verification**

OPM will take no adverse action regarding annuitants identified through the matching process solely based on information that it obtains from the match. OPM will contact the annuitant to develop necessary evidence to verify the match results in accordance with the requirements of the Privacy Act and applicable OMB guidelines.

The affected annuitant will have an opportunity to contest the accuracy of the information provided by SSA. OPM will consider the information SSA provided as

accurate if the affected annuitant does not protest within 30 days after he or she receives notice of the proposed adverse action. OPM will advise the annuitant that failure to respond within 30 days will provide a valid basis for OPM to assume that the information SSA provided is correct.

## **B. Opportunity to Contest**

Before taking any adverse action based on the information received from the match, OPM will provide all the annuitants for whom OPM decides such adverse action is necessary, with the following information:

1. OPM has received information from SSA that indicates that an adverse action affecting the annuitant's payment is necessary.
2. The effective date of any adjustment or overpayment that may result.
3. The individual has 30 days to contest any adverse decision.
4. Unless the individual responds to contest the proposed adverse action in the required 30-day time period, OPM will conclude that the information provided by SSA is correct, and will make the necessary adjustment to the annuitant's payment.

## **VII. Procedures for Retention and Timely Destruction of Records**

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

SSA may retain the records contained in the files OPM submits only for the period required for processing related to the matching program, but for no later than 30 days after the transmission of the file to OPM.

## **VIII. Security Procedures**

SSA and OPM will comply with the requirements of the Federal Information Security Management Act (FISMA), 44 U.S.C. Chapter 35, Subchapter II, as amended by the Federal Information Security Modernization Act of 2014 (Pub. L. 113-283); related OMB circulars and memoranda, such as Circular A-130, *Managing Information as a Strategic Resource* (July 28, 2016); and Memorandum M-17-12, *Preparing for and Responding to a Breach of Personally Identifiable Information* (January 3, 2017); National Institute of Standards and Technology (NIST) directives; and the Federal Acquisition Regulations, including any applicable amendments published after the effective date of this agreement.

These laws, directives, and regulations include requirements for safeguarding Federal information systems and personally identifiable information (PII) used in Federal agency business processes, as well as related reporting requirements. Both agencies recognize, and will implement, the laws, regulations, NIST standards, and OMB directives including those published subsequent to the effective date of this agreement.

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

### **A. Incident Reporting**

If either SSA or OPM experiences an incident involving the loss or breach of PII provided by SSA or OPM under the terms of this agreement, they will follow the incident reporting guidelines issued by OMB. In the event of a reportable incident under OMB guidance involving PII, the agency experiencing the incident is responsible for following its established procedures, including notification to the proper organizations (e.g., United States Computer Emergency Readiness Team, and the agency's privacy office). In addition, the agency experiencing the incident (e.g., electronic or paper) will notify the other agency's Systems Security Contact named in this agreement. If OPM 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), OPM will call SSA's National Network Service Center toll free at 1-877-697-4889. Within one hour of becoming aware of a possible incident involving OPM-provided PII, SSA will contact OPM IT Security Operations: [cybersolutions@opm.gov](mailto:cybersolutions@opm.gov); (844) 377-6109.

### **B. Breach Notification**

SSA and OPM will follow PII breach notification policies and related procedures issued by OMB. If the agency that experienced the breach determines that the risk of harm requires notification to affected individuals or other remedies, that agency will carry out these remedies without cost to the other agency.

### **C. Administrative Safeguards**

SSA and OPM will restrict access to the data matched and to any data created by the match to 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 OPM 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 OPM 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 (e.g., door locks, card keys, biometric identifiers, etc.). Only authorized personnel will transport the data matched and any data created by the match. SSA and OPM will establish appropriate safeguards for such data, as determined by a risk-based assessment of the circumstances involved.

#### **E. Technical Safeguards**

SSA and OPM 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 OPM 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 OPM 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 OPM will comply with these guidelines and any subsequent revisions.

#### **G. Security Assessments**

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

## **IX. Data Usage, Duplication, and Redislosure Restrictions**

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

- A.** The data that SSA and OPM provide will remain the property of the providing agency. SSA and OPM will destroy or return the data (except as provided in Article VII) after completing the relevant matching, but not more than 60 days after receipt of the data;
- B.** SSA and OPM will use and access the data only for the purposes described in this agreement;
- C.** SSA and OPM will not use the data to extract information concerning the individuals therein for any purpose not specified in this agreement; and
- D.** SSA and OPM will not duplicate or disseminate the data, within or outside their respective agencies, without the written permission of the other agency, except as required by Federal law. SSA and OPM will not give such permission unless the law requires disclosure or the disclosure is essential to the matching program. For such permission, the agency requesting permission must specify in writing what data they are requesting be duplicated or disseminated and to whom, and the reasons that justify such duplication or dissemination.

## **X. Comptroller General Access**

The Government Accountability Office (Comptroller General) may have access to all SSA and OPM data, it deems necessary in order to monitor or, verify compliance with this agreement.

## **XI. Reimbursement**

SSA and OPM currently engage in several different matching programs. The programmatic savings to each agency for these matches far outweigh the costs for each agency. SSA and OPM agree that the matching programs are mutually beneficial; therefore, the expenses involved in this match will be deemed reciprocal and not involve any reimbursable arrangements between the two agencies.

The attached chart (Appendix D) provides the cost comparison analysis for reciprocal services that SSA and OPM provide to each other. However, in the event of material changes to the matching programs between SSA and OPM, SSA and OPM agree to make cost adjustments so that neither agency bears a disproportionate share of the costs. SSA and OPM will make such adjustments by means of a reimbursable agreement.

## **XII. Duration, Modification, and Termination**

### **A. Effective Date**

The effective date of this agreement is April 29, 2019, provided that OPM reported the proposal to re-establish this matching program to the Congressional committees of jurisdiction and OMB in accordance with 5 U.S.C. § 552a(o)(2)(A) and OMB Circular A-108 (December 23, 2016) and OPM published notice of the matching program in the Federal Register in accordance with 5 U.S.C. § 552a(e)(12).

### **B. Duration**

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

### **C. Renewal**

The Data Integrity Boards (DIB) of SSA and OPM may, within 3 months prior to the expiration of this agreement, renew this agreement for a period not to exceed 12 months if SSA and OPM can certify to their respective DIBs that:

1. The matching program will be conducted without change; and
2. SSA and OPM have conducted the matching program in compliance with the original agreement.

If either party does not want to continue this program, it must provide written notification to the other party of its intention not to continue at least 90 days before the end of the agreement.

### **D. Modification**

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

### **E. Termination**

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

Notwithstanding the above, either SSA or OPM may immediately and unilaterally suspend the data flow under this agreement or terminate this agreement if the agency:

1. Determines that the other agency has used or disclosed the information in an unauthorized manner;



2. Determines that the other agency has violated or failed to follow the terms of this agreement; or
3. Has reason to believe that the other agency breached the terms for security of data. If an agency suspends the data flow in accordance with this subsection, it will suspend the data until it makes a final determination of a breach.

### **XIII. Dispute Resolution**

Disputes related to this agreement will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10, *Intragovernmental Transactions (IGT) Guide*, available on the TFM Website at <http://tfm.fiscal.treasury.gov/v1/p2/c470.pdf>.

### **XIV. Persons to Contact**

#### **A. OPM Contacts:**

##### **Matching Agreement**

Bernard A. Wells, Program Analyst  
U.S. Office of Personnel Management  
Retirement Services – Business Services  
1900 E Street, NW, Room 4316  
Washington, DC 20415  
Telephone: (202) 606-2730  
Fax: (202) 606-1163  
Email: [BAWells@opm.gov](mailto:BAWells@opm.gov)

##### **Operational Issues**

Jennifer A. Norman, Chief  
Retirement Claims 1  
Office of Personnel Management  
1900 E Street, NW  
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Telephone: (202) 606-4310  
Email: [Jennifer.Norman@opm.gov](mailto:Jennifer.Norman@opm.gov)

**Computer System Issues**

Olu Faokunla  
CIO/FITBS/RSITPMO  
Office of Personnel Management  
1900 E Street, NW, Room 4H31-  
S Washington, DC 20415  
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Email: [Olu.Faokunla@opm.gov](mailto:Olu.Faokunla@opm.gov)

**Systems Security Issues**

Jeffrey P. Wagner  
Director of IT Security Operations  
Office of Personnel Management  
1900 E Street, NW, Room SB 427  
Washington, DC 20415\*\*  
Telephone: (202) 606-2571  
Email: [Jeffrey.Wagner@opm.gov](mailto:Jeffrey.Wagner@opm.gov)

**Privacy Issues**

Kellie Cosgrove Riley  
Chief Privacy Officer  
Office of Personnel Management  
1900 E Street, NW, Room 5454  
Washington, DC 20415  
Telephone: (202) 606-2308  
Email: [Kellie.Riley@opm.gov](mailto:Kellie.Riley@opm.gov)

**B. 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, G-401 WHR Building  
Baltimore, MD 21235  
Telephone: (410) 966-1392/ Facsimile: (410) 594-0115  
Email: [Kim.Cromwell@ssa.gov](mailto:Kim.Cromwell@ssa.gov)

**Computer Systems Issues**

Michelle Anderson, Branch Chief  
DBIAE/Data Exchange and Verification Branch  
Office of IT Programmatic Business Support  
Office of Systems  
Social Security Administration

6401 Security Boulevard, 3108 (3-D-1) Robert M. Ball Building  
Baltimore, MD 21235  
Telephone: (410) 965-5943  
Fax: (410) 966-3147  
Email: [Michelle.J.Anderson@ssa.gov](mailto:Michelle.J.Anderson@ssa.gov)

**Systems Security**

Jennifer Rutz, Director  
Office of Information Security  
Division of Compliance and Assessments  
Social Security Administration  
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Email: [Jennifer.Rutz@ssa.gov](mailto:Jennifer.Rutz@ssa.gov)

**Project Coordinator**

Rona Demb  
Office of Data Exchange  
Office of Data Exchange and Policy Publications  
Office of Retirement and Disability Policy  
Social Security Administration  
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Telephone: (410) 965-7567  
Email: [Rona.Demb@ssa.gov](mailto:Rona.Demb@ssa.gov)

**XV. Integration**

This agreement and Appendices A, B, C, and D constitute the entire agreement of the parties with respect to its subject matter and supersedes all other data exchange agreements between the parties that pertain to the disclosure of the specified SSA benefit information to OPM's third party match (disability annuitants, children survivor annuitants, and spousal survivor annuitants) made between SSA and OPM for the purposes described herein. There have been no representations, warranties, or promises made outside of this agreement. This agreement takes precedence over any other documents that may be in conflict with it.

**XVI. 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**

\_\_\_\_\_  
Monica Chyn  
Acting Deputy Executive Director  
Office of Privacy and Disclosure  
Office of the General Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Ann Zimmerman  
Acting Chair, Data Integrity Board  
Social Security Administration

\_\_\_\_\_  
Date

**Office of Personnel Management**

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Kenneth Zawodny, Jr.  
Associate Director  
Retirement Services  
Office of Personnel Management

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Date

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Kellie Cosgrove Riley, Chair  
Data Integrity Board  
Office of Personnel Management

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Date

**APPENDIX A**  
**DISABILITY ANNUITANTS**

## **APPENDIX A DISABILITY ANNUITANTS**

### **I. Purpose and Definitions**

#### **A. Purpose**

SSA will match the OPM input file of retirees receiving a Federal Employees' Retirement System (FERS) disability annuity against SSA's databases to identify persons also receiving a disability insurance (DI) benefit under section 223 of the Social Security Act, 42 U.S.C. § 423, and provide the match results to OPM. OPM will use SSA's data to administer the offset of DI benefits from payments to disability retirees under FERS. Under FERS, 5 U.S.C. § 8452(a)(2)(A), for any month in which an annuitant is entitled to both a FERS disability annuity and to a DI benefit, the FERS annuity will be computed as follows: the FERS disability annuity is reduced, for any month during the first year after the annuitant's FERS disability annuity commences or is restored by 100% of the annuitant's assumed Social Security DI benefits for such month, and, for any month occurring during a period other than the period described above, by 60% of the annuitant's assumed Social Security DI benefit for such month.

#### **B. Definitions**

1. "SSA's disability insurance benefits and payment date" is the payment date of the monthly Social Security DI benefit payment on the later of the FERS annuity's effective date or Social Security DI benefit effective date. The information provided will be the monthly Social Security DI benefit (prior to any reduction for receipt of benefits from the U.S. Department of Labor's Office of Workers' Compensation Programs or railroad retirement benefits) and the date of the payment given (either the OPM date transmitted with the request or the SSA effective date), if later. OPM needs this information to know the amount to offset the FERS annuity and the date the offset should begin.
2. "Annuitant" means a person entitled to a FERS retirement.
3. "Beneficiary" means a person entitled to Social Security DI benefits.
4. "Disclosure" means the release of information (data) with or without the consent of the annuitant(s) to whom the information pertains.

### **II. Justification and Anticipated Results**

#### **A. Justification**

OPM is required by law (see Article I.A. of this appendix) to reduce the FERS disability annuities of individuals receiving Social Security DI benefits. OPM must

rely on the annuitant to report the correct amount of Social Security DI benefits. However, OPM has found that many beneficiaries fail to make reports or that the information provided is inaccurate. Information from SSA is the most effective means available for verifying receipt and amount of Social Security DI benefits. The most cost effective and efficient way to obtain this information is via the computer transfer described in this agreement.

## **B. Anticipated Results**

A 1993 OPM audit of the OPM FERS Division disability annuity rolls indicated that similar detection of Social Security DI benefits resulted in average savings per case of \$4,720. This amount was adjusted to \$7,199 to reflect the cost of living increases since that year. OPM projects a savings of \$4,642,564 in overpayments if the matching operation is performed over the next 12-month period for this matching activity, based on FERS disability cases that require follow up. OPM's projected operating costs for the match over the 12 months are \$23,747. SSA does not expect any savings for any SSA programs to result from this matching program. SSA's annual systems costs for this matching program are estimated to be not more than \$3,747. The benefit-to-cost ratio exceeds 169 to 1.

The monthly requests will number an average 20,000 records.

## **III. Description of Matched Records**

### **A. Systems of Records (SOR)**

The SSA SORs applicable to this matching activity are as follows: the Master Files of Social Security Number (SSN) Holders and SSN Applications (Enumeration System), 60-0058, as published at 75 Fed. Reg. 82121 (December 29, 2010), as amended at 78 Fed. Reg. 40542 (July 5, 2013) and 79 Fed. Reg. 8780 (February 13, 2014); and the Master Beneficiary Record (MBR), 60-0090, as published at 71 Fed. Reg. 1826, (January 11, 2006), as amended at 72 Fed. Reg. 69723 (December 10, 2007) and 78 Fed. Reg. 40542 (July 5, 2013).

OPM's SOR involved in this matching program is designated OPM/Central-1, Civil Service Retirement and Insurance Records. For records from OPM/Central-1, OPM published the notice of the SOR in the Federal Register at 64 Fed. Reg. 54930 (October 8, 1999), as amended at 73 Fed. Reg. 15013 (March 20, 2008).

### **B. Specified Data Elements**

1. The file OPM provides will contain the full name, SSN, date of birth, and necessary State Verification and Exchange System (SVES) indicator, as required to extract Title II data from SSA's MBR via SVES.



2. SSA will verify the SSNs that OPM submits using the Enumeration System. If the SSN does not verify, SSA will provide a code indicating the reason for the failure. When the SSN verifies, SSA will match the SSN against the MBR. SSA will provide Title II status and associated data from the MBR to OPM via SVES.

**C. Number of Records**

As frequently as daily, OPM will provide SSA, via the File Transfer Management System (FTMS), with the information necessary to identify those FERS disability annuitants in a pending status for whom OPM needs the payment information. The daily requests will number an average of 131. In addition, up to two times each month OPM will provide SSA with information identifying all disability annuitants in a pay status for whom OPM has no record of SSA payment. The monthly requests will number an average 18,644 records.

**D. Frequency of Matching**

This information exchange will occur daily. See Article XII of the main agreement for information regarding the projected duration of the agreement.

**APPENDIX B**  
**CHILDREN SURVIVOR ANNUITANTS**

## **APPENDIX B CHILDREN SURVIVOR ANNUITANTS**

### **I. Purpose and Definitions**

#### **A. Purpose**

SSA will match the OPM input file of Federal Employees' Retirement System (FERS) child survivor annuitants against SSA's databases to identify persons also receiving a Social Security child's insurance benefit (CIB) under Title II of the Social Security Act, 42 U.S.C. § 401, et seq., and provide the match results to OPM. OPM will use SSA's data to administer the offset of CIBs from survivor benefits payable to children of deceased FERS employees and annuitants.

Under FERS, 5 U.S.C. § 8443(a), the total FERS survivor benefit payable to all children of the deceased employee or retiree should be reduced, as follows: the total amount of the FERS survivor benefit payable to the surviving children of a deceased FERS employee or retiree for any month is reduced by the total amount of any Social Security CIBs paid for such month based on the earnings of the same annuitant or retiree. OPM divides the payable FERS benefit equally among all eligible children, even if some are not eligible for Social Security CIBs.

#### **B. Definitions**

1. "Child's Insurance Benefits" or "CIBs" are those benefits payable to children under section 202(d) of the Social Security Act, 42 U.S.C. § 402(d).
2. "Survivor Annuitant" means a person entitled to a FERS annuity.
3. "Beneficiary" means a person entitled to Social Security benefits.
4. "Disclosure" means the release of information (data) with or without the consent of the annuitant(s) to whom the information pertains.

### **II. Justification and Anticipated Results**

#### **A. Justification**

OPM is required by law (see Section I.A. of this appendix) to offset the total FERS annuity benefit payable to all surviving eligible children of a deceased FERS employee or retiree by the total amount of any Social Security CIBs payable to the employee's or retiree's children based on the Social Security earnings of the deceased employee or retiree.

OPM must rely on the children's payees to report the correct amount of Social Security CIBs. However, OPM has found that many payees fail to make these reports

in a timely fashion. OPM must delay payment until the information is documented on file. OPM relies on the annuity recipients to submit copies of documentation provided to them by SSA that verifies payments to children. OPM must then interpret the various documents to determine the amount paid for all children in a case. The most cost effective and efficient way to obtain this information is via the computer transfer.

## **B. Anticipated Results**

Many children under 18 who receive FERS child survivor annuities also receive Social Security CIBs. Therefore, OPM does not pay FERS annuity to a child survivor until verification of his or her SSA benefit is on file. No monetary savings related to the processing and collections of overpayments are anticipated to result from this matching program.

The savings will be realized in the time taken to document and authorize payments to FERS survivor annuitants and in the amount of time needed to obtain and interpret SSA information provided to OPM. These savings correlate to one hour per death claim at an average employee cost of \$40. Savings of 2000 hours over 12 months are projected to be \$80,340.

SSA does not expect any savings for any SSA programs to result from this matching program. SSA's annual systems costs for this matching program are estimated to be not more than \$19. The benefit-to-cost ratio exceeds 4,228 to 1.

The daily requests will number an average of 12.

## **III. Description of Matched Records**

### **A. Systems of Records (SOR)**

The SSA SORs applicable to this matching activity are as follows: the Master Files of Social Security Number (SSN) Holders and SSN Applications (Enumeration System), 60-0058, as published at 75 Fed. Reg. 82121 (December 29, 2010), as amended at 78 Fed. Reg. 40542 (July 5, 2013) and 79 Fed. Reg. 8780 (February 13, 2014); and the Master Beneficiary Record (MBR), 60-0090, as published at 71 Fed. Reg. 1826 (January 11, 2006), as amended at 72 Fed. Reg. 69723 (December 10, 2007) and 78 Fed. Reg. 40542 (July 5, 2013).

OPM's SOR involved in this matching program is designated OPM/Central-1, Civil Service Retirement and Insurance Records. For records from OPM/Central-1, OPM published the notice of the SOR in the Federal Register at 64 Fed. Reg. 54930 (October 8, 1999), as amended at 73 Fed. Reg. 15013 (March 20, 2008).

## **B. Specified Data Elements**

1. The file OPM provides will contain the full name, SSN, date of birth, and necessary State Verification and Exchange System (SVES) indicator, as required to extract Title II data from SSA's MBR via SVES.
2. SSA will verify the SSNs that OPM submits using the Enumeration System. If the SSN does not verify, SSA will provide a code indicating the reason for the failure. When the SSN verifies, SSA will match the SSN against the MBR. SSA will provide Title II status and associated data from the MBR to OPM via SVES.

## **C. Number of Records**

As frequently as daily, OPM will provide SSA, via File Transfer Management System (FTMS), with the information necessary to identify FERS annuitants in a pending status for whom OPM needs the payment information. The daily requests will number an average of eight.

## **D. Frequency of Matching**

This information exchange will occur daily. See Article XII of the main agreement for information regarding the projected duration of the agreement.

**APPENDIX C**  
**SPOUSAL SURVIVOR ANNUITANTS**

## **APPENDIX C SPOUSAL SURVIVOR ANNUITANTS**

### **I. Purpose and Definitions**

#### **A. Purpose**

SSA will match the OPM input file of surviving spouses who may be eligible to receive the Federal Employees' Retirement System (FERS) Supplementary Annuity against SSA's mother's or father's insurance benefit and/or disabled widow(er)'s insurance benefit records in SSA's databases, and provide the match results to OPM. OPM will use SSA's data to determine eligibility for the survivor supplement payment under FERS. If the surviving spouse is receiving one of the above-described Social Security benefits, he or she is not eligible to receive the FERS Supplementary Annuity.

5 U.S.C. § 8442(f) provides that a survivor who is entitled to a survivor's annuity and who meets certain other statutory requirements is also entitled to a Supplementary Annuity. To be eligible to receive a supplementary annuity for a given month, the surviving spouse of a deceased FERS annuitant must be eligible for a FERS survivor annuity; be under age 60; be an annuitant who would be entitled to widow's or widower's insurance benefits under the requirements of section 202(e) or (f) of the Social Security Act, 42 U.S.C. § 402(e) and (f), based on the wages and self-employment income of the deceased annuity (determined as of the date of the annuitant's death, as if the survivor had attained age 60); and otherwise satisfied necessary requirements for widow's or widower's insurance benefits. See 5 U.S.C. § 8442(f)(4)(B).

The annuitant must not be eligible for Social Security mother's or father's insurance benefits or disabled widow(er)'s insurance benefits based on the deceased annuitant's wages and self-employment income.

#### **B. Definitions**

1. "Survivor Annuitant" means a person entitled to a FERS annuity.
2. "Beneficiary" means a person entitled to Social Security benefits.
3. "Disclosure" means the release of information (data) with or without the consent of the annuitant(s) to whom the information pertains.

## **II. Justification and Anticipated Results**

### **A. Justification**

OPM is required by law (see I.A. of this appendix) not to pay Supplementary Annuity benefits to any surviving spouse who is in receipt of a mother's or father's insurance benefits or disabled widow(er)'s insurance benefits.

OPM must rely on the survivor to report if he or she is receiving these benefits. However, OPM has found that many survivors fail to make these reports or that the information provided is inaccurate. Information from SSA is the most effective means available for verifying receipt of the relevant Social Security benefits. The most cost effective and efficient way to obtain this information is via the computer transfer.

### **B. Anticipated Results**

Many Supplementary Annuity benefits are authorized after the receipt of all supporting documentation. No monetary savings related to the processing and collections of overpayments are expected to result from this matching program.

The savings will be realized in the time taken to document and authorize payments to FERS survivor annuitants and in the amount of time needed to obtain and interpret SSA information provided to OPM. These savings correlate to one hour per death claim at an average employee cost of \$40. Savings of 700 hours over 12 months are projected to be \$28,119.

SSA does not expect any savings for any SSA programs to result from this matching program. SSA's annual systems costs for this matching program are estimated to be not more than \$19. The benefit-to-cost ratio exceeds 1,480 to 1.

The daily requests will number an average of 4.

## **III. Description of the Matched Records**

### **A. Systems of Records (SOR)**

The SSA SORs applicable to this matching activity are as follows: the Master Files of Social Security Number (SSN) Holders and SSN Applications (Enumeration System), 60-0058, as published at 75 Fed. Reg. 82121 (December 29, 2010), as amended at 78 Fed. Reg. 40542 (July 5, 2013) and 79 Fed. Reg. 8780 (February 13, 2014); and the Master Beneficiary Record (MBR), 60-0090, as published at 71 Fed. Reg. 1826 (January 11, 2006), as amended at 72 Fed. Reg. 69723 (December 10, 2007) and 78 Fed. Reg. 40542 (July 5, 2013).



OPM's SOR involved in this matching program is designated OPM/Central-1, Civil Service Retirement and Insurance Records. For records from OPM/Central-1, OPM published the notice of the SOR in the Federal Register at 64 Fed. Reg. 54930 (October 8, 1999), as amended at 73 Fed. Reg. 15013 (March 20, 2008).

**B. Specified Data Elements**

1. The file OPM submits will contain the full name, SSN, date of birth, and necessary State Verification and Exchange System (SVES) indicator, as required to extract Title II data from SSA's MBR via SVES.
2. SSA will verify the SSNs OPM submits using the Enumeration System. If the SSN does not verify, SSA will provide a code indicating the reason for the failure. When the SSN verifies, SSA will match the SSN against the MBR. SSA will provide Title II status and associated data from the MBR to OPM via SVES.

**C. Number of Records**

As frequently as daily, OPM will provide SSA, via the File Transfer Management System (FTMS), with the information necessary to identify those FERS survivor annuitants in a pending status for whom OPM needs the payment information. The daily requests will number an average of four.

**D. Frequency of Matching**

This information exchange will occur as frequently as daily. See Article XII of the main agreement for information regarding the projected duration of the agreement.

## Mutually Beneficial Agreements

### SSA Source

<b>Matching Program</b>	<b>SSA Costs</b>	<b>OPM Costs*</b>	<b>OPM Gross Savings</b>	<b>OPM Net Savings</b>
<b>219</b>	\$13,209	\$18,433	\$774,658,015	\$774,626,373
<b>865</b>	\$50,760	\$300,000	\$9,044,870	\$8,694,110
<b>1018</b>	\$4,402	\$5,344	\$38,810	\$29,064
<b>1045</b>	\$17,745	\$67,742	\$1,365,359	\$1,279,872
<b>1071</b>	\$3,827	\$22,500	\$409,730	\$383,403
<b>Totals</b>	<b>\$89,944</b>	<b>\$414,019</b>	<b>\$785,516,784</b>	<b>\$785,012,821</b>

### SSA Recipient

<b>Matching Program</b>	<b>SSA Costs</b>	<b>OPM Costs*</b>	<b>SSA Gross Savings</b>	<b>SSA Net Savings</b>
<b>1005</b>	\$61,786	\$4,608	\$433,589	\$367,195
<b>1019</b>	\$278,027	\$4,608	\$2,348,658	\$2,066,023
<b>1020</b>	\$578,807	\$4,608	\$13,021,323	\$12,437,908
<b>1021</b>	\$156,557	\$4,608	\$3,832,918	\$3,671,753
<b>1307</b>	\$3,266		\$26,571	\$23,305
<b>Totals</b>	<b>\$1,078,443</b>	<b>\$18,432</b>	<b>\$19,663,059</b>	<b>\$18,556,184</b>

\* The OPM costs may not reflect the current years cost for the matching agreement.  
 The Gross Savings minus the SSA and OPM costs equal the Net Savings.  
 Current as of 5/29/2018