

**COMPUTER MATCHING AGREEMENT
BETWEEN
SOCIAL SECURITY ADMINISTRATION
AND
OFFICE OF PERSONNEL MANAGEMENT
Match #1112**

I. Purpose

This computer matching agreement (agreement) between the Social Security Administration (SSA) and the Office of Personnel Management (OPM) sets forth the terms, conditions, and safeguards under which SSA uses identifying information (e.g., name, Social Security number (SSN), and date of birth) concerning United States Postal Service (Postal Service) annuitants and their family members as part of a process, described below in Section IV, to verify eligibility to enroll in Medicare Part B during the Postal Service Reform Act (PSRA) special enrollment period (SEP). This one-time PSRA SEP will occur during a 6-month period beginning on April 1, 2024, and ending on September 30, 2024.

As part of a separate information exchange agreement (IEA) between OPM and SSA (IEA # 10258), SSA will provide SSN verification and Medicare Part A and Part B information to OPM for OPM's use to assist the Postal Service with notifying individuals of the six-month PSRA SEP. The disclosures by SSA under the IEA are not subject to the legal requirements of a computer matching agreement.

II. Legal Authority

SSA's use of information provided under this agreement as part of the process to verify eligibility to enroll in a Federal benefit program during the SEP meets the requirements of a "matching program" under the Computer Matching and Privacy Protection Act (CMPPA). Accordingly, SSA is the "recipient agency," within the meaning of 5 U.S.C. § 552a(a)(9). This agreement is executed in compliance with the Privacy Act of 1974 (5 U.S.C. § 552a), as amended by the CMPPA, and the regulations and guidance promulgated thereunder. SSA is the responsible party for CMPPA-specific responsibilities under this agreement.

The legal authorities for OPM's disclosures under this agreement are the Privacy Act (5 U.S.C. § 552a(b)(1) & (3)) and section 101(c) of the PSRA (Pub. L. 117-108, Title I, § 101(c); 5 U.S.C. § 8903c note).

Section 1837(o) of the Social Security Act (Act) (42 U.S.C. § 1395p(o)) authorizes a one-time Medicare Part B PSRA SEP for certain eligible Postal Service annuitants and their eligible family members.

III. Definition

- A. “OPM’s finder file” means the file that OPM will submit to SSA that includes the name, SSN, and date of birth of Postal Service annuitants and their family members.
- B. “OPM SEP reference list” means the collection of Postal Service annuitants’ and family members names, SSNs, and dates of birth, who SSA has identified as not enrolled in Medicare Part B, for SSA’s use for the purpose set forth in this agreement.

IV. Responsibilities of the Parties

A. OPM

- 1. Pursuant to the IEA, in January 2024, OPM will provide SSA with a January 2024 finder file containing a list of individuals who are Postal Service annuitants and family members of Postal Service annuitants as of January 1, 2024, determined potentially entitled to Medicare Part A, and therefore potentially eligible for the 2024 PSRA Medicare Part B SEP. SSA will compare OPM’s finder file with SSA’s records to create a response file, which SSA will provide to OPM.
- 2. OPM authorizes SSA to use the identifying information (i.e., name, SSN, and date of birth) included in OPM’s finder file for SSA to create the OPM SEP reference list for the purpose covered by this agreement.
- 3. Pursuant to the IEA, OPM will submit follow up finder files to SSA monthly from February 2024 through September 30, 2024, and receive response files from SSA so that OPM can update its list of information indicating whether the Postal Service annuitants and their eligible family members, as of January 1, 2024, are enrolled in Medicare Part B. OPM may add records to the follow-up finder files if needed during the PSRA SEP.
- 4. The responsible office within OPM is Healthcare and Insurance.

B. SSA

- 1. SSA will pull the identifying information (i.e., name, SSN, and date of birth) from OPM’s finder files to create an OPM SEP reference list.
- 2. SSA will use the OPM SEP reference list for the limited purpose to assist with verifications of Postal Service annuitants’ and their family members’ eligibility to enroll in Medicare Part B during the PSRA SEP. SSA will not use OPM’s reference list to make any adverse determinations.
- 3. Within 30 days of January 1, 2025, SSA will destroy the OPM SEP reference list.

4. SSA will ensure its use of the OPM data is in accordance with the Privacy Act, 5 U.S.C. § 552a, and Federal law.

V. Justification and Anticipated Results

A. Justification

Computer matching is the most cost effective and efficient way for SSA to establish a temporary matching program for its part of implementing Medicare Part B enrollment for eligible Postal Service annuitants and their eligible family members during the PSRA SEP. Federal law authorizes SSA and OPM to disclose the data covered by this agreement (5 U.S.C. § 8903c note).

B. Anticipated Results

For fiscal year (FY) 2024, the total cost of the matching program is \$0. SSA benefits from administrative savings by avoiding the cost of manual development of initial applications. SSA also realizes benefits from the increased accuracy of records. SSA estimates that the benefit-to-cost ratio for this matching operation is 4.04:1. The total personnel benefits to SSA realized from this matching operation in FY 2024 is approximately \$24,000,000.

VI. Description of Matched Records

A. Systems of Records

OPM will provide SSA with a OPM finder file from data maintained in the system of records notice (SORN) OPM/Central-23 as described in the IEA.

SSA will match OPM's finder file with the following systems of records:

- The Enumeration System, 60-0058, last fully published at 87 Fed. Reg. 263 (January 4, 2022).
- Master Beneficiary Record (MBR), 60-0090, last fully published at 71 Fed. Reg. 1826 (January 11, 2006), as amended by 72 Fed. Reg. 69723 (December 10, 2007), 78 Fed. Reg. 40542 (July 5, 2013), 83 Fed. Reg. 31250-31251 (July 3, 2018), and 83 Fed. Reg. 54969 (November 1, 2018); and
- Medicare Database (MDB) File, 60-0321, last fully published at 71 Fed. Reg. 42159 (July 25, 2006), as amended at 72 Fed. Reg. 69723 (December 10, 2007) and 83 Fed. Reg. 54969 (November 1, 2018).

SSA will maintain the applicable identifying information as the OPM SEP reference list in the Claims Folders System, 60-0089, last fully published at 84 Fed. Reg. 58422

(Oct. 31, 2019) for the period needed to support SSA's processing of all Medicare Part B enrollments requested during the PSRA SEP.

The information in the agencies' systems of record may be updated during the effective period of this agreement as required by the Privacy Act.

B. Specified Data Elements for the SEP Data Exchange

1. OPM's finder files, as described by the IEA, will include the following identifying information from the Master Enrollment Index related to Postal Service annuitants and their family members: SSN, Name, and Date of Birth.
2. SSA will maintain the Postal Service annuitants' and family members' SSN, Name, and Date of Birth to use as part of SSA's process to verify eligibility to enroll in Medicare Part B during the PSRA SEP for the period specified in III.B. of this agreement.

C. Number of Records

1. OPM's initial finder file for the PSRA SEP and follow-up finder files throughout the SEP, as described by the IEA, will contain the necessary identifying information for approximately 800,000 individuals.
2. OPM will send finder files through September 30, 2024, as governed by the IEA.

VII. Accuracy Assessments

OPM does not have an accuracy assessment for the Master Enrollment Index, however, OPM plans to corroborate the accuracy of the finder file information sent to SSA through matches with Postal Service employment data and OPM annuitant records.

The SSA Enumeration System used for SSN matching is 96.5 percent accurate based on SSA's Office of Analytics, Review, and Oversight (Fiscal Year (FY) 2022 Enumeration Accuracy Review Report, March 2023).

SSA does not have an accuracy assessment specific to the other data elements listed in this agreement. However, SSA conducts assessments of the data in its Systems of Records as part of its ongoing financial integrity and internal control reviews in accordance with the guidelines established in OMB Management Procedures Memorandum No 2016-03.

Additional Guidance for DATA Act Implementation: Implementing Data-Centric

Approach for Reporting Federal Spending Information; OMB M-17-04 – Additional Guidance for DATA Act Implementation: Further Requirements for Reporting and Assuring Data Reliability; and OMB M-18-16 – Appendix A to OMB Circular No. A-123, Management of Reporting and Data Integrity Risk.

Based on these reviews certified by the agency’s Senior Accountable Official (agency Chief Financial Officer) and by the unqualified audit opinion rendered by the agency’s financial statement auditor, the agency has a reasonable assurance as to the accuracy and reliability of these data.

VIII. Notice Procedures

A. Postal Service Annuitants and Their Family Members Notification of Computer Matching

SSA will notify all Postal Service annuitants and their family members that it will conduct a matching program. As concerns the matching activities described in this agreement, the Centers for Medicare & Medicaid Services’ Application for Enrollment in Medicare Part B (CMS-40B) notifies applicants that SSA may use their information in matching programs. Additionally, when an individual applies for an SSN, SSA notifies the individual that SSA may use their information in matching programs.

SSA will provide subsequent periodic notices of computer matching to Postal Service annuitants and their family members, as required. SSA’s notification consists of periodic mailings to beneficiaries, with a description of SSA’s matching activities as stated above.

B. Federal Register Notice

SSA will provide Congress and 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).

IX. SSA Verification Procedure and Opportunity to Contest

A. Verification Procedures

SSA will take no adverse action regarding SEP Medicare applicants solely based on the information that SSA obtains from OPM. SSA acknowledges that the OPM SEP reference list created from the OPM finder file may not match OPM’s records and will serve only as secondary method of verification. In the event SSA does not have the necessary evidence of eligibility to enroll during the SEP, SSA will contact the applicant and request that they submit proof of eligibility within 30 days. SSA will then evaluate the applicant’s eligibility for the PSRA SEP. If the applicant is not eligible to

enroll during the PSRA SEP, the applicant may qualify to enroll during a General Enrollment Period or during another applicable SEP in accordance with the provisions in section 1837 of the Act.

B. Notice and Opportunity to Contest Findings

If SSA determines that an adverse action (denial of PSRA SEP Medicare Part B enrollment) is necessary, it will issue a decisional notice informing the applicant of the following:

- 1) SSA did not receive sufficient proof of eligibility from the applicant, which will have an adverse effect on the applicant's ability to enroll in Medicare Part B during the PSRA SEP;
- 2) The effective date of the proposed adverse decision;
- 3) The applicant has 60 days to appeal the proposed adverse decision; and
- 4) Unless the applicant responds to contest the proposed adverse action within the 60-day time period, SSA will take the proposed adverse action. If the applicant does contest within the 60 days and provides new evidence, then SSA will review and make a new determination.

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

Within 30 days of January 1, 2025, SSA will destroy the OPM SEP reference list that was stored in an SSA database for verification of those eligible to enroll in Medicare Part B during the PSRA SEP.

XI. **Security Procedures**

SSA and OPM will comply with the Federal Information Security Management Act of 2002 (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, regulations, and directives 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 after 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 the oversight and compliance of their contractors and agents.

A. Loss 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, the agency experiencing the incident 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; (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 any data created by the match to authorized users (e.g., employees, contractors, etc.) who need it to perform their official duties in connection with the uses of the data authorized in this agreement. Furthermore, SSA and OPM will advise all personnel who have access to the data matched and 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). Only authorized personnel will access 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 personnel 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 their official duties.

F. Application of Policies 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 (SP) 800-37, as revised, encourages agencies to accept each agency's security assessments 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 to make risk-based decisions. Either party may make requests for this information at any time throughout the duration or any extension of this agreement.

XII. Records Usage, Duplication, Redisclosure, and Restrictions

This agreement governs SSA's receipt and retention of data disclosed by OPM to SSA for the purposes outlined in this agreement.

SSA will use and access the data only for the purpose described in this agreement and consistent with the Privacy Act.

XIII. Comptroller General Access

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

XIV. Funding

SSA and OPM agree that SSA will use the funds appropriated in the PSRA for the purposes set forth in this agreement. Therefore, no exchange of funds will occur under this agreement.

XV. Duration, Modification, and Termination

A. Effective Date

The effective date of this agreement is January 20, 2024, provided that SSA reported the proposal to 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 SSA published notice of the matching program in the Fed. Reg. in accordance with 5 U.S.C. § 552a(e)(12).

B. Duration

This agreement will be in effect for a period of 9 months. All provisions in this agreement as to data security, retention, and safeguards shall remain in effect for the OPM SEP reference list for as long as SSA retains such information.

C. 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.

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 requesting termination, in which case the termination shall be effective 90 days after the date of such notice or later specified in the notice.

Either agency 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 the data described in this agreement.

The agency that believes terms have been breached will immediately notify the other agency as to the basis of its belief and state its intent to unilaterally suspend this agreement. The notice provided will ensure the two agencies discuss the suspected violation, thereby preventing a delay in verifying the Medicare entitlement, eligibility, and enrollment of Postal Service annuitants or their family members that is based solely upon a belief of a violation or failure to abide by the terms of the agreement. 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.

XVI. Disclaimer

SSA will be liable for the cost of any additional work that it performs under this agreement resulting from SSA errors in information provided to OPM under this agreement. SSA will be liable for the cost of any additional SSA work that results from the SSA created OPM SEP reference list. Neither agency will be liable for any costs, damages, or loss resulting from errors in information provided by the other agency. Neither agency is liable for damages or loss resulting from the destruction of any materials or data provided by the other agency. All information furnished to either agency is subject to the limitations and qualifications, if any, transmitted with such information.

The performance or delivery by OPM of the goods and/or services described herein and the timeliness of said delivery are authorized by the PSRA and are consistent with proper performance of the official duties and obligations of SSA and the relative importance of this request to others. If for any reason OPM delays or fails to provide services, or discontinues the services or any part thereof, OPM is not liable for any damages or loss resulting from such delay or for any such failure or discontinuance.

XVII. Integration

This agreement constitutes the entire agreement of the agencies with respect to SSA's use of OPM data for the purposes set forth in this agreement. SSA and OPM have made no representations, warranties, or promises outside of this agreement for SSA's use of data as described in this agreement. This agreement should be read as

consistent with the IEA between OPM and SSA under which SSA will provide OPM SSN verification and Medicare Part A and Part B information to communicate to the Postal Service which Postal Service annuitants and family members should receive a notification regarding the six-month Medicare Part B PSRA SEP. This agreement takes precedence over any other documents that may be in conflict with it, including any conflicting terms in any Interconnection Security Agreement entered into in accordance with NIST SP 800-47 governing the interconnection between information technology systems that will be utilized for the transfer of information under this agreement.

XVIII. Persons to Contact

A. OPM Contacts:

Program Specialist

Cheyenne Salters
Healthcare & Insurance
Office of Personnel Management
1900 E Street, NW
Washington, DC 20415
Telephone: (202) 936-3145
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Program Issues

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Office of Personnel Management
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Computer System Issues

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Systems Security

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Privacy Issues

Kirsten Moncada
Executive Director, Office of Executive Secretariat and Privacy and Information
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B. SSA Contacts:

Information Sharing Agreement Issues

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Computer Systems Issues

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Systems Security

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Project Coordinator

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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.

Electronic Signature Acknowledgement: The signatories may sign this document electronically by using an approved electronic signature process. By signing this document electronically, the signatory agrees that the signature they provide has the same meaning and legal validity and effect as a handwritten signature.

SOCIAL SECURITY ADMINISTRATION

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

Date

Data Integrity Board Certification:

Matthew D. Ramsey
Chairperson
Data Integrity Board
Social Security Administration

Date

OFFICE OF PERSONNEL MANAGEMENT

Laurie Bodenheimer
Associate Director
Healthcare and Insurance

Date

Data Integrity Board Certification:

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

Kirsten J. Moncada
Chairperson,
Data Integrity Board

Date