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

Match #1051

I. Purpose

The purpose of this 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 of the Social Security Act (42 U.S.C. § 1306), 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 SSA, 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.
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 Federal Work-Study, the Federal Perkins Loan, the William D. Ford Federal Direct Loan, the Teacher Education Assistance for College and Higher Education (TEACH) Grant and the Iraq Afghanistan Service Grant 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. ED allows individuals to use their PAS credentials 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 matching program and will publish the required notice of the re-establishment of this matching program in the Federal Register.
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 (Enumeration System) 60-0058, last published on December 29, 2010 (75 Fed. Reg. 82121), July 5, 2013 (78 Fed. Reg. 40542), and February 13, 2014 (79 Fed. Reg. 8780) 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 to 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 matching program is likely to be cost effective. The cost benefit ratio is .0193.
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) 60-0058, last published on December 29, 2010 (75 Fed. Reg. 82121), July 5, 2013 (78 Fed. Reg. 40542), and February 13, 2014 (79 Fed. Reg. 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 Fed. Reg. 46774-46781), contains records on applicants’ eligibility for Title IV, HEA program assistance, and ED’s system of records entitled “Person Authentication Service (PAS)” (18-11-12), published on March 20, 2015 (80 Fed. Reg. 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, first name, last name, and date of birth 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 used in this matching program, and, therefore, a high degree of accuracy of 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 assessed by the Production Division and Technology Office at Federal Student Aid (FSA) in February 2018, as being 96.79 percent and 95 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 100 percent accurate based on SSA’s Office of Quality Review “FY 2015 Enumeration Accuracy Report.”

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.

VIII. Procedures for Individualized Notice

ED will publish in the Federal Register a notice describing the re-establishment of this matching program, as required by the Privacy Act and implementing OMB guidance. 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 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 matching programs. SSA notifies individuals who apply for an SSN on a prescribed application that SSA may use the information provided in 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 or disability 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 (Pub. L) 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 Fed. Reg. 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’s data is 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 matched records received from SSA data file(s) with identifying information, in accordance with the requirements of the following Department of Education Comprehensive Records Retention and Disposition Schedules, as applicable:

1. ED Records Schedule 072 (ED 072), FSA Application, Origination, and Disbursement Records (DAA-0441-2013-0002). ED is currently in the process of preparing, and submitting for the National Archives and Records Administration’s (NARA) review, amendments to ED 072. ED will not destroy records covered by ED 072 until such time as NARA approves these amendments.

2. ED Records Schedule 278 (ED 278), FSA Person Authentication Service (PAS) Records (DAA-0441-2016-001). Applicable PAS registration and account management information, records documenting electronic signatures of ED Federal student aid applications, and records documenting electronic signatures of master promissory notes will be destroyed 75 years after the date of enumeration or when no longer needed for ED business, whichever is sooner. Applicable PAS activity logs for access to ED student financial aid systems will be destroyed five years after annual cut off.

B. SSA will automatically delete the ED input records upon processing completion and transmission of output records to ED.

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 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 redisclosure in writing. In any such case, ED must specify in writing which records are being redisclosed, to whom, and the reasons that justify such redisclosure. SSA will not grant such permission unless the redisclosure 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 that 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 that 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 of 2002, as amended by the Federal Information Security Modernization Act of 2014 (FISMA).

6. SSA will, in its contractual relationship with each contractor and/or agent that will have access to the information that 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 that 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 FISMA, 44 U.S.C. Chapter 35, Subchapter II, related OMB circulars and memoranda, such as Circular A-130, Managing Federal Information as a Strategic Resource (July 28, 2016), and OMB M 17-12, Preparing for and Responding to a Breach of Personally Identifiable Information (PII); National Institute of Standards and Technology (NIST) documents in the SP-800 series; 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 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.

Specific security requirements include, but are not limited to, the following:

Data must be protected at the Moderate system certification criticality level according to Federal Information Processing Standards (FIPS) Publication 199, Standards for Security Categorization of Federal Information and Information Systems.

All systems involved in this matching program have a current Authorization to Operate (ATO) with the appropriate signatures.

Electronic files are encrypted using the FIPS 140-2 standard.

SSA and ED information systems reside behind a Trusted Internet Connection (TIC).

A. **Incident Reporting:**

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. PII breaches must be reported within one hour of detection.
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

ED/FSA:
• EDSOC

If either SSA or ED experiences an incident involving the loss or breach of PII provided by SSA or ED 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 event is responsible for following its established procedures, including notification to the proper organizations (e.g., United States Computer Emergency Readiness Team).

B. Breach Notification:

SSA and ED will follow PII breach notification policies and related procedures as required by OMB M 17-12. 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, NIST and OMB requirements. Both agencies have the right to make onsite inspections for auditing compliance, if necessary, for the duration or any extension of this agreement. If either party elects to complete an onsite inspection, the auditing agency will provide the other advanced written notice of any onsite inspection and the parties will set a mutually agreeable date for such inspection.

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 2019, 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 2019. 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 2019 is subject to the availability of funds.

SSA will collect funds from ED during FY 2019 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. If any errors in information provided to ED or loss or destruction of data is attributable to SSA, SSA will re-perform the services after conferring with ED. Before re-performing the services, SSA will provide ED with written notification of the additional costs for the services and the reason(s) that SSA will incur the additional costs. 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 duration of this CMA is estimated to cover the 18-month period from October 10, 2018 through April 9, 2020. 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 XX, 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, assuming that ED receives no public comments or receives public comments but makes no changes to the matching notice as a result of the public comments, or 30 days from the date on which ED publishes revisions to the matching notice in the Federal Register, assuming that ED receives public comments and revises the matching notice as a result of public comments; or (3) at the expiration of the 60-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 any of the 60-day review period for
compelling reasons, in which case, 60 days minus the number of days waived by
OMB from the date of ED’s transmittal of the report of the matching program. If the
latest date of the three dates listed above occurs on a non-business day, then that date
will be counted for purposes of this paragraph as occurring on the next business date.

B. Duration:

This agreement will be in effect for an initial period of 18 months, unless it is
terminated or renewed, as set forth below.

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 matching 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 the Agreement is terminated, 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;
3. Has reason to believe that the other party has breached the terms for security of data; or

4. Failed to make a payment under the reimbursement terms of this agreement.

If so, the parties agree that the party making the immediate, unilateral suspension of the data flow for terminating this agreement will immediately notify the other party of the factual basis for its determination or of the factual basis for its concerns of a security or non-reimbursement breach of this agreement and of the unilateral suspension of the data flow and/or the termination of this 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

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. Disclaimer

SSA is not liable for any damages or loss resulting from errors in information provided to ED under this agreement. SSA is not liable for damages or loss resulting from the destruction of any materials or data provided by ED. All information furnished to ED is subject to the limitations and qualifications, if any, transmitted with such information. If, because of any such error, loss, or destruction, SSA must re-perform the services, ED will treat the additional cost as a part of the full costs incurred in compiling and furnishing such information and will pay for such additional costs.

The performance or delivery by SSA of the goods and/or services described herein and the timeliness of said delivery are authorized only to the extent that they 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 SSA delays or fails to provide services, or discontinues the services or any part thereof, SSA is not liable for any damages or loss resulting from such delay or for any such failure or discontinuance.