

**COMPUTER MATCHING AGREEMENT
BETWEEN THE
SOCIAL SECURITY ADMINISTRATION
AND THE
BUREAU OF THE FISCAL SERVICE
DEPARTMENT OF THE TREASURY
(Match #1038)**

I. Purpose

This computer matching agreement (agreement) sets forth the terms, conditions, safeguards, and procedures under which the Bureau of the Fiscal Service (Fiscal Service), Department of the Treasury (Treasury) will disclose savings security data (as described in section VI.D) to the Social Security Administration (SSA). SSA will use the data to determine continued eligibility for Supplemental Security Income (SSI) applicants and recipients, or the correct benefit amount for recipients and deemors who either did not report or who incorrectly reported their ownership of savings securities (see section III.2. for definition).

II. Legal Authority

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

The legal authority for SSA to conduct this matching activity is contained in section 1631(e)(1)(B) and (f) of the Social Security Act (Act) (42 U.S.C. § 1383(e)(1)(B) and (f)).

III. Definitions

1. “Supplemental Security Income (SSI)” means the Federal program for aged, blind, and disabled individuals with income and resources below levels established by law and regulations under Title XVI of the Act.
2. “Savings securities” and “savings-type securities” mean Series E, EE, or I United States Savings Bonds.
3. “Savings security alerts” means documents generated for matched records in which the total redemption amount for individuals on the record equals or exceeds \$1,000.
4. “Definitive Records” means the actual securities issued in engraved or printed (paper/card) physical form, which are sometimes called “live” bonds.

5. “Book Entry Records” means a security maintained as computer records (rather than in paper form) on the records of a bank or Fiscal Service.
6. “Return Date of the Finder File” means the year and month which is used to calculate the redemption value of securities on the finder file.
7. “Deemor” means an individual whose income and resources are subject to deeming, including ineligible parents, sponsors of aliens, ineligible spouses, and essential persons.

IV. Responsibilities of the Parties

A. SSA Responsibilities

1. The responsible component for the agreement is the Office of Privacy and Disclosure. The Office of Income Security Programs is the sponsoring component for the match.
2. SSA will provide Congress and the Office of Management and Budget (OMB) with notice of this match and will publish the required matching notice in the Federal Register.
3. SSA will provide Fiscal Service with a finder file containing the Social Security numbers (SSN) and name of each individual for whom SSA requests savings security information.
4. SSA will use Fiscal Service’s data to identify SSI applicants, recipients, and deemors who either did not report or incorrectly reported ownership of savings securities. SSA will use this information to determine the eligibility and/or benefit amounts for SSI applicants, recipients, and deemors.

B. Fiscal Service Responsibilities

1. The responsible component for Fiscal Service is the Retail Security Services.
2. Fiscal Service will process the SSA finder file against Fiscal Service’s savings-type securities Series E, EE, and I registration systems and produce a response file for SSA use. The response file will contain the matched SSN of SSI applicants or recipients and deemors and their savings security information as listed in section VI.D.

V. Justification and Anticipated Results

A. Justification

The Act limits the amount of income and resources a recipient can have to become and remain eligible for SSI. Section 1631(e)(1)(B) of the Act requires verification of applicant and recipient declarations regarding the SSI eligibility factors of independent or collateral sources. Section 1631(f) of the Act requires Federal agencies to provide SSA with such information as necessary to determine SSI eligibility or benefit amount or to verify other information related to these determinations. SSA and Fiscal Service determined that a computer matching program is the most efficient and comprehensive method of collecting and processing the income and resource information needed by SSA under the Act. No other administrative activity could accomplish the same purpose with the same degree of efficiency.

B. Anticipated Results

The potential benefits of this agreement include: the correction of those cases where there is a retroactive overpayment detected and recovered; a decrease in the recurring monthly payment amount; and increased prevention of future overpayments.

1. Based on previous matching activity, as described in the attached Cost Benefit Analysis, the benefit to the United States Treasury of this matching is the correction of those cases where there is a decrease in the monthly payment amount and the recovery of detected overpayments, which total \$722,011. The costs are \$842,649. The actual savings to the United States Treasury make this matching operation cost-effective with a benefit to cost ratio of 0.86 to 1.
2. SSA saves approximately \$100,890 in future monthly payments based on the development of match alerts, which results in SSI recipients being placed in nonpayment status.
3. Fiscal Service does not expect any savings to accrue to Fiscal Service, directly or indirectly, because of this matching program.

VI. Description of Matched Records

A. Systems of Records

The relevant SSA system of records (SOR) is “Supplemental Security Income Record and Special Veterans Benefits,” 60-0103. The SOR Notice (SORN) was fully published on January 11, 2006 at 71 Fed. Reg. 1830 and updated on December 10, 2007 at 72 Fed. Reg. 69723; July 3, 2018 (83 Fed. Reg. 31250-31251), and November 1, 2018 (83 Fed. Reg. 54969).

The relevant Fiscal Service SOR is Fiscal Service SORN .014 (United States Securities and Access). The SORN was last published on February 27, 2020 at 85 Fed. Reg. 11776.

The information in these systems of records may be updated during the effective period of this agreement as required by the Privacy Act. The systems of records involved in this computer matching program have routine uses permitting the disclosures needed to conduct this match.

B. Number of Records

1. The finder file SSA provides to Fiscal Service will contain approximately 10 million records of individuals for whom SSA requests data for the administration of the SSI program.
2. Fiscal Service will use files that contain approximately 185 million SSNs, with registration indexes, to match SSA records.
3. Fiscal Service will provide a response record providing matched results to SSA, which will contain approximately 1 million records.

C. Frequency of Matching

Exchanges for this computer matching program will occur twice a year, in approximately February and August.

D. Specified Data Elements for Definitive Records from Treasury/Fiscal Service .014

1. SSA will furnish Fiscal Service with the finder file containing the SSN and name for each individual when requesting savings securities registration information.
2. When a match occurs on an SSN, Fiscal Service will disclose the following to SSA:
 - a. The denomination of the security;
 - b. The serial number;
 - c. The series;
 - d. The issue date of the security;
 - e. The current redemption value; and
 - f. The return date of the finder file.

E. Specified Data Elements for Book Entry Records from Treasury/Fiscal Service .014

1. SSA will furnish Fiscal Service with the finder file containing the SSN and name for each individual when requesting savings securities registration information. The finder file will contain the SSN associated with the account and report account holdings.
2. When a match occurs on an SSN, Fiscal Service will disclose the following to SSA:
 - a. The purchase amount;
 - b. The account number and confirmation number;
 - c. The series;
 - d. The issue date of the security;
 - e. The current redemption value; and
 - f. The return date of the finder file.

VII. Accuracy Assessments

Fiscal Service is unable to validate that SSNs on its registration records belong to the first named owners of savings securities. Therefore, SSA will follow verification procedures described in this agreement. Based on internal consistency checks, the data in SSA's finder files are estimated to be 100 percent accurate.

VIII. Procedure for Individualized Notice

SSA will provide direct notice, in writing, to all applicants at the time of application. Additionally, SSA will provide direct notice to all current recipients and deeming individuals periodically at the time of the redetermination of eligibility for SSI or at least once during the life of the match, that their records are subject to matching against those of other agencies to verify their eligibility or payment amount. SSA will also publish a notice of this matching program in the Federal Register in accordance with the requirements of the Privacy Act and OMB guidelines.

IX. Verification Procedure and Opportunity to Contest

- A. In the event of a match under this program, SSA will follow the verification procedures described below (in accordance with SSA operating procedures):
 1. SSA will generate a savings security alert for each individual for whom Fiscal Service reports a total redemption amount that equals or exceeds \$1,000.

2. SSA will contact each individual for whom SSA generates an alert to confirm ownership of saving securities or savings-type securities.
 3. If the individual confirms ownership, SSA will determine whether the individual remains eligible for SSI.
 4. If the individual denies ownership, SSA will question the individual to determine whether the security was purchased as a gift using his or her (the applicant's or recipient's) SSN in the registration.
 5. If all attempts to resolve the issue of ownership fail, SSA will obtain a signed authorization from the individual for release of Fiscal Service's records and will contact Fiscal Service through the parallel SSA field office in Minneapolis, Minnesota. SSA will advise other field offices not to contact Fiscal Service directly nor refer individuals to Fiscal Service. Additionally, SSA will ensure that:
 - a. The authorization form sent to Fiscal Service bears the individual's signature. Fiscal Service will accept photocopies of the authorization form.
 - b. Where a representative payee signs an authorization, SSA will review the records involved and annotate the authorization to indicate whether the signer is authorized to consent to the release of information on behalf of the individual.
 - c. When the individual is deceased, SSA will review the records involved and annotate the authorization to indicate whether the individual is deceased and if the signer is a qualified person entitled to the information requested.
 6. If Fiscal Service's records indicate that the individual's name appears on the security, Fiscal Service will provide a copy of the record. SSA will attempt to verify the retroactive security values and will determine the individual's retroactive and continued eligibility.
 7. If the individual's name is not on Fiscal Service's records, Fiscal Service will indicate that it has no record for the individual. SSA will take no further action with respect to security ownership.
 8. SSA will not release copies of the savings security alert to individuals unless Fiscal Service or the SSI recipient has verified ownership.
- B. Before taking any adverse action to deny, reduce, suspend, or terminate an individual's SSI payment based on the information received from the match, SSA will provide all individuals for whom SSA decides such adverse action is necessary with a notice containing the following information:

1. SSA has received information pertaining to ownership of savings securities which indicates that the proposed adverse action is necessary; and
2. The individual has 10 calendar days after receiving the notice to contact SSA and contest the proposed adverse action.

This notice will clearly state that, unless the individual notifies SSA otherwise within the time period specified, SSA will conclude that the data provided by Fiscal Service is correct and will make the necessary adjustment to the individual's payment.

Once the issue of ownership is resolved, SSA will post the search results to its records. Subsequent alerts will not require SSA to request a duplicate search from Fiscal Service unless the alert lists additional securities, and then only the new securities would require a search.

- C. If an individual contests the proposed action, the issues of entitlement to or amount of SSI will be resolved between SSA and the individual in accordance with section IX A.5-A.7 of this agreement and SSA's established regulations and procedures.

X. Procedures for Retention and Timely Destruction of Identifiable Records

SSA and Fiscal Service will retain the electronic files received from the other agency only for the period of time required for any processing related to the matching program and will then destroy them by means of electronic erasure. SSA and Fiscal Service may need to retain some information on particular individuals generated through this matching program, in order to meet evidentiary requirements. If such retention is warranted, SSA and Fiscal Service will retire identifiable records in accordance with the applicable Federal Records Retention Schedules (44 U.S.C. § 3303a.). SSA and Fiscal Service will not create a separate file or system that consists of information concerning only those individuals who are involved in the specific matching program. Fiscal Service may retain one copy of the information provided to SSA as Fiscal Service's record of disclosure as required by section 552a(c) of the Privacy Act.

XI. Security Procedures

SSA and Fiscal Service 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. Loss Reporting

If either SSA or Fiscal Service experiences an incident involving the loss or breach of PII provided by SSA or Fiscal Service 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 Fiscal Service 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), Fiscal Service will call SSA's National Network Service Center toll free at 1-877-697-4889. If SSA is unable to speak with Fiscal Service's Systems Security Contact within one hour, SSA will contact Fiscal Service IT Service Desk at (304) 480-7777.

B. Breach Notification

SSA and Fiscal Service 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 Fiscal Service will restrict access to the data matched and to any data created by the match to only those authorized users (e.g., employees and contractors, ect.) who need it to perform their official duties in connection with the uses of the data authorized in this agreement. Further, SSA and Fiscal Service will advise all personnel who will 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 Fiscal Service 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 Fiscal Service will establish appropriate safeguards for such data, as determined by a risk-based assessment of the circumstances involved.

E. Technical Safeguards

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

F. Application of Policies and Procedures

SSA and Fiscal Service 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 Fiscal Service 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.

XII. Records Usage, Duplication and Redisclosure Restrictions

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

- A. The files provided by both agencies as part of the matching program will remain the property of the providing agency (see section X above regarding retention and timely destruction of records).
- B. The data supplied by Fiscal Service and the records created by the match will be used only for the purposes described in this agreement.
- C. Neither SSA nor Fiscal Service will extract information from the file provided by the other agency for any purpose not specified in this agreement. Other than for purposes of this matching program, neither SSA nor Fiscal Service will create a separate file or system that consists of information concerning only those individuals who are involved in the specific matching program.
- D. Neither SSA nor Fiscal Service will duplicate or disseminate the data, within or outside their respective agencies, without the written permission of the other agency. SSA and Fiscal Service 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: (1) what data it is requesting be duplicated or disseminated; (2) to whom the data is being duplicated or disseminated; and (3) the reasons that justify such duplication or dissemination.

XIII. Comptroller General Access

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

XIV. Reimbursement

All work performed by Fiscal Service in accordance with this agreement will be performed on a reimbursable basis. On or before October 1 of each fiscal year (FY) in which this agreement is in effect, SSA and Fiscal Service will enter into an interagency agreement (IAA), comprised of the FS Form 7600A and FS Form 7600B, to obligate funds for the work performed under this agreement for that FY.

Under the terms of the IAA, Fiscal Service will bill SSA based on the actual cost of providing data to SSA. Billing will be at least quarterly, and may be monthly during the last quarter of the FY. Actual costs may be higher or lower than the estimate. SSA will transfer funds to Fiscal Service, in the form of progress or periodic payments, on at least

a quarterly basis for FY 2023 to support Fiscal Service's activities under this agreement. Transfers of funds will be by means of Treasury's G-Invoicing systems, which will generate an IPAC invoice. The SSA IAA number should be cited on all IPAC submissions.

At least quarterly, but no later than 30 days after an accountable event, Fiscal Service must provide SSA with a performance report (e.g., billing statement) that details all work performed to date. Additionally, at least quarterly, the parties will reconcile balances related to revenue and expenses for work performed under the agreement.

This agreement does not authorize SSA to incur obligations for payment of Funds through the performance of the services described herein. Performance of such services is authorized only by execution of the FS Form 7600A and FS Form 7600B. Moreover, since this agreement spans multiple fiscal years, Fiscal Service will prepare a new FS Form 7600A and FS Form 7600B at the beginning of each succeeding fiscal year during which Fiscal Service will incur costs for the performance of services provided under this agreement. Each party will sign such form(s) on or before the commencement of the applicable fiscal year. Both parties must approve a modified FS Form 7600A and FS Form 7600B if actual costs exceed the estimated cost. Accordingly, attached to, and made a part of this agreement, are executed FS Form 7600A and FS Form 7600B that provides the authorization for Fiscal Service to perform services under this agreement for FY 2023. SSA's obligation of funds for fiscal years beyond the fiscal years for which the parties have signed the applicable FS Form 7600A and FS Form 7600B is subject to the availability of funds.

XV. Duration, Modification, and Termination

A. Effective Date

The effective date of this agreement is December 26, 2023, provided that SSA 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 SSA 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 Fiscal Service and SSA may, within 3 months prior to the expiration of this agreement, renew this agreement for a period not to exceed 12 months if Fiscal Service and SSA can certify to their DIBs that:

1. The matching program will be conducted without change; and

2. Fiscal Service and SSA have conducted the matching program in compliance with the original agreement.

If either party does not want to continue this program, it must notify the other party in writing of its intention not to continue at least 90 calendar 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. The parties may modify this agreement at any time by submitting FS Form 7600A and FS Form 7600B modification, agreed to by both parties and approved by the authorized signatories 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, 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.

XVI. Integration Clause

This Agreement, the Cost Benefit Analysis, and the accompanying FS Form 7600A and FS Form 7600B as referenced in article XIV, which are incorporated herein by reference and made a part hereof, 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 savings security information for the purposes described herein. There have been no representations, warranties, or promises made outside of this agreement. This agreement shall take precedence over any other documents that may be in conflict with it.”

XVII. Disclaimer

SSA will not accept responsibility for reimbursement of late fees or other costs incurred due to the negligence of the servicing agency in complying with its obligations to third party contractors.

XVIII. Dispute Resolution

Disputes related to this agreement will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume 1, Part 2, Chapter 4700, Appendix 5, *Intragovernmental Transaction Guide (IGT)*, at <http://tfm.fiscal.treasury.gov/content/tfm/v1/p2/c470.html>.

XIX. Persons to Contact

A. Bureau of the Fiscal Service contacts are:

Christopher Harbour
Director, Division of Program Support
Retail Securities Services
200 Third Street, 5094
Parkersburg, WV 26101-5312
Telephone: (304) 480-5131/Fax: (304) 480-7415
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Don Menarchek
Financial Systems Analyst
Division of Technology Services
Retail Securities Services
Bureau of the Fiscal Service
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Privacy Act/Computer Matching Act

David Ambrose
Chief Privacy Officer

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Stacy Cahill
Chief Information Security Officer
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Senior Privacy Analyst
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Customer & Project Management

Jennifer L. Kimball
Customer Service Representative
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320 Avery Street
Parkersburg, WV 26106-1328
Telephone: (304) 480-7348
Email: jennifer.kimball@fiscal.treasury.gov

Fiscal Service – Systems Security

Fiscal Service IT Service Desk Telephone: (304) 480-7777

B. SSA contacts are:

Matching Programs

Kim Cromwell, Government Information Specialist
Office of Privacy and Disclosure
Office of the General Counsel
Social Security Administration

6401 Security Boulevard, G-401 WHR
Baltimore, MD 21235
Telephone: (410) 966-1392/Fax: (410) 594-0115
Email: kim.cromwell@ssa.gov

Systems Operations

Angil Escobar, Branch Chief
DDE/Verifications and Exchanges Analysis Branch of Office of Enterprise
Information Systems
Office of Systems
Social Security Administration
6401 Security Boulevard, 3-E-2-F Robert M. Ball Building
Baltimore, MD 21235
Telephone: (410) 965-7213
Fax: (410) 966-3147
Email: angil.escobar@ssa.gov

Information Security Issues

Jennifer Rutz, Director
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Project Coordinator

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Office of Data Exchange and Policy Publications
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Program and Policy

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Office of Income Security Programs
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Social Security Administration
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Email: scott.logan@ssa.gov

XX. 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 Christ  Digitally signed by Michelle Christ
Date: 2023.05.08 13:16:32 -04'00'

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

Date _____

Matthew Ramsey  Digitally signed by Matthew Ramsey
Date: 2023.06.21 15:58:22 -04'00'

Matthew D. Ramsey
Chair, Data Integrity Board
Social Security Administration

Date _____

BUREAU OF THE FISCAL SERVICE

David J. Ambrose Digitally signed by David J. Ambrose
Date: 2023.05.10 09:37:13 -04'00'

David Ambrose
Chief Security Officer and
Chief Privacy Officer

Date _____

Ryan A. Law Digitally signed by Ryan A. Law
Date: 2023.06.20 09:44:08 -04'00'

Ryan Law
Chairperson, Treasury Data Integrity Board
Deputy Assistant Secretary for Privacy, Transparency, and Records

Date 6/20/2023

Attachment:
Cost Benefit Analysis