

**COMPUTER MATCHING AGREEMENT
BETWEEN
THE SOCIAL SECURITY ADMINISTRATION
AND
THE DEPARTMENT OF DEFENSE**

**DoD Match #88
SSA Match #1004**

I. PURPOSE

This computer matching agreement (agreement) sets forth the terms, conditions, and safeguards under which the Department of Defense (DoD), Defense Manpower Data Center (DMDC) (DoD/DMDC) will disclose to the Social Security Administration (SSA) data to verify information provided to SSA by applicants, beneficiaries, and recipients of Supplemental Security Income (SSI) payments and Special Veterans Benefits (SVB). The SSI and SVB recipient/beneficiary provides information about eligibility/entitlement factors (e.g., income, resources, living arrangements). SSA obtains additional information, as necessary, before making any determinations of eligibility/payment or entitlement/benefit amounts or adjustments thereto. Military retirement payments to SSI recipients and SVB beneficiaries include retired members, or their survivors, of the Uniformed Services, i.e., Army; Navy; Air Force; Marine Corps; Coast Guard; and Commissioned Corps of the National Oceanic and Atmospheric Administration. SSA will accomplish this task by computer matching with DoD/DMDC.

This agreement and its attachments, replace all existing agreements, information exchange agreements, data exchange agreements, and memoranda of understanding between SSA and DoD/DMDC applicable to the exchange of personal data for verifying the eligibility of individuals for SSI payments and the entitlement of individuals to SVB. This agreement sets forth the responsibilities of SSA and DoD/DMDC with respect to information disclosed pursuant to the agreement.

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 the regulations and guidance promulgated thereunder.

The legal authority for this exchange is sections 806(b) and 1631(e)(1)(B) and (f) of the Social Security Act (Act) (42 U.S.C. §§ 1006(b) and 1383(e)(1)(B) and (f)). SSA's legal authority to disclose data to DoD/DMDC is section 1106(a) of the Act (42 U.S.C. § 1306(a)) and section (b)(3) of the Privacy Act (5 U.S.C. § 552a(b)(3)).

III. JUSTIFICATION AND EXPECTED RESULTS

A. Justification

The parties to this agreement have determined that a computer matching program is the most efficient, expeditious, and effective means of obtaining and processing the information SSA needs to verify the eligibility/entitlement of, and to verify payment/benefit amounts for certain SSI and SVB recipients/beneficiaries. This exchange will also provide SSA data needed to calculate and make necessary adjustments of SSI payments and SVB benefits. The principal alternative to using a computer matching program would be to conduct a manual comparison of DoD/DMDC payment records with a list of SSI and SVB recipients/beneficiaries. A manual match would impose a considerable administrative burden, constitute a greater intrusion on the individual's privacy, and would result in additional delay in the eventual SSI payment and SVB benefit or recovery of unauthorized or erroneous payments/benefits.

B. Expected Results

The benefit to the United States Treasury of this matching operation is the correction of those cases where there is a decrease in the monthly payment amount and the recovery of detected overpayments, which total approximately \$331,952 for FY 2017. We project the total costs are approximately \$394,194. The quantified benefit to cost ratio is about 0.84 to 1.

It is important to note that there are efficiencies in conducting this match, which are not included in the computation of agency costs. For example, SSA is able to efficiently and effectively match all SSI applicants and recipients against DoD/DMDC records. Neither SSA's field offices nor DoD/DMDC could handle this workload manually. The estimated cost savings of performing this match on an automated basis as opposed to manually, while not easily quantifiable, would far exceed the amount necessary to demonstrate the cost-effectiveness of this computer match.

Accordingly, the Data Integrity Boards (DIB) of both agencies recommend the re-establishment of this matching activity. See Attachment 1 - Cost Benefit Analysis.

IV. RESPONSIBILITIES OF THE PARTIES

A. DoD/DMDC's Responsibilities

1. DoD/DMDC will match the information provided in SSA's finder file against the DoD/DMDC database, which contains extracts of personnel and pay records of retired members of the Uniformed Services or their survivors. The SSA finder file contains the data elements listed in Attachment 2.
2. DoD/DMDC will electronically transmit to SSA a response file containing the data elements listed in Attachment 3.

B. SSA's Responsibilities

1. SSA will provide a finder file to DoD/DMDC. The finder file is an extract of the Supplemental Security Record (SSR) that includes data on SSI and SVB applicants, recipients, and beneficiaries.
2. SSA will use the information obtained electronically from DoD/DMDC to verify eligibility and determine payment amounts of SSI and SVB applicants, recipients, and beneficiaries.
3. SSA will notify the Office of Management and Budget (OMB) and the Congressional committees of jurisdiction of the match; and publish a notice of the match in the Federal Register (Fed. Reg.), consistent with section XIII.A of this agreement.

C. Description of the Match

SSA will provide DoD/DMDC with an electronic finder file. Upon receipt of the electronic file, DoD/DMDC will perform a computer match using all nine digits of the SSN against data maintained in the DoD system of records (SOR), DMDC 01, "Defense Manpower Data Center Data Base." DoD/DMDC will furnish SSA with matches to the Retired and Survivor Pay file. These records include retired members of the Uniformed Services (not including Public Health) and their survivors entitled to Survivor Benefits.

SSA will compare DoD/DMDC's data with SSA data recorded in the "Supplemental Security Income Record and Special Veterans Benefits" SOR, 60-0103. SSA is responsible for verifying and determining that the data on the DoD/DMDC electronic response file are consistent with the SSA source file and resolving any discrepancies or inconsistencies on an individual basis. SSA will also be responsible for making final determinations regarding eligibility for/entitlement to, or amount of payments/benefits, their continuation or needed adjustments, or any recovery of overpayments resulting from the match for SSI/SVB.

D. Number of Records and Data Elements Involved

1. SSA's finder file will contain approximately 10 million records extracted from the SSR.
2. The DoD/DMDC response file contains approximately 800 records concerning retired Uniformed Service members or their survivors entitled to Survivor Benefits.

E. Privacy Act Systems of Records

1. SSA will disclose records from the following SOR: "Supplemental Security Income Record and Special Veterans Benefits," 60-0103, last fully published at 71 Fed. Reg. 1830 (January 11, 2006), and amended at 72 Fed. Reg. 69723 (December 10, 2007), 83 Fed. Reg. 31250-31251 (July 3, 2018), and 83 Fed. Reg. 54969 (November 1, 2018).

DoD/DMDC will disclose records from the following SOR: DMDC 01, entitled "Defense Manpower Data Center Data Base," last published at 76 Fed. Reg. 72391 (November 23, 2011), pursuant to routine use 5.b.

2. The SSA and DoD/DMDC SORs involved in this computer matching program have routine uses permitting the disclosures needed to conduct this match.

F. Frequency of Matching

The computer matching will occur on a quarterly basis.

V. NOTICE PROCEDURES

A. Initial and Periodic Individual Notice

SSA will provide direct notice, in writing, to all individuals or representative payees who file an application for SSI and SVB that SSA will compare their records against those of other agencies. SSA will also notify SSI and SVB recipients and beneficiaries at least once during the life of this agreement and any extension to the agreement that SSA will compare their records to those of other agencies to verify their information.

B. Indirect or Constructive Notice

SSA will publish a notice describing SSA's matching activities in the Federal Register informing the public of this specific matching program in accordance with the Privacy Act and OMB regulations. The Federal Register notices for the relevant SSA and DOD SORs are identified in Section IV.E. of this agreement.

Indirect or constructive notice of the matching program is afforded the individual record, subject, or representative payee through agency publication in the Federal Register of the 1) applicable routine use notice (5 U.S.C. § 552a(e)(11)), permitting disclosures of personnel information for the purposes of verifying eligibility for SSI payments and entitlement to SVB benefits, and (2) the proposed matching program notice (5 U.S.C. § 552a(e)(12)), announcing the agency's intent to conduct computer matching for SSI eligibility and SVB entitlement verification purposes.

VI. VERIFICATION AND OPPORTUNITY TO CONTEST

A. Verification Procedures

1. SSA is responsible for verifying and determining if the data in the DoD/DMDC response file consistent with the data in SSA SSR/SVB files and for resolving any discrepancies or inconsistencies as to positive identification or data on an individual basis.
2. SSA will screen the initial data to verify that the matched individual is in fact an SSI applicant or recipient, or an SVB beneficiary. SSA will compare the response file

with SSR files to verify identity information and will conduct independent inquiries, as appropriate, to resolve questionable identity information or data. If necessary, SSA will contact the individual.

3. SSA will independently investigate and verify any discrepancies or inconsistencies in SSA files based on information furnished by DoD/DMDC, or developed as the result of the match, prior to taking any final adverse action against the individual or representative payee.

B. Opportunity to Contest

Before taking any adverse action based on the information received from the match, SSA will provide written notice with specific details to each individual for whom SSA decides possible adverse action may be necessary. SSA will inform the individual, or where appropriate, the individual's representative payee, that:

1. SSA has received information pertaining to receipt of an annuity payment, which indicates that an adverse action may be necessary. SSA will provide a description of the information alleged and a description of the possible adverse action to the individual or representative payee.
2. Unless the individual or representative payee notifies SSA that the information is not accurate within 10 days from the receipt of the notice, SSA will infer that the data provided by DoD/DMDC is accurate and will take steps, as authorized by law, to make or finalize the necessary adjustment to the individual's SSI payment, SVB benefit, or both.
3. The individual or representative payee has 60 days in which to contest the adverse information. However, if the individual or the representative payee does not contact SSA within 10 days of receiving the notice of adverse action, SSI payment and SVB benefit amounts generally will be affected based on the information.

Further appeals of the adverse action will be permitted as described in applicable SSA regulations.

C. Final Authority

After verification and notice, as required under 5 U.S.C. § 552a(p), SSA will make determinations as to SSI payments, SVB benefits, specific amounts, and any adjustments or recovery of payments thereof.

VII. DISPOSITION AND RECORDS RETENTION OF MATCHED RECORDS

SSA will retain the electronic files received from DoD/DMDC only for the period of time required for any processing related to the matching program and will then destroy all such data within 120 days by electronic purging.

SSA must retain some information on particular individuals, which this matching program will generate, in order to meet evidentiary requirements. If such retention is warranted, SSA will retire identifiable records in accordance with applicable Federal Records Retention Schedules (44 U.S.C. § 3303a). SSA will not create a separate file or system that consists of information solely concerning those individuals who are involved in this specific matching program. Destruction is by shredding, burning, or electronic erasure. Information about individuals verified as “non-hits” (record subjects who are not both retired Uniformed Services personnel/survivors and SSI applicants or recipients and/or SVB beneficiaries) will be destroyed immediately upon such verification.

VIII. SECURITY PROCEDURES

SSA and DoD will comply with the requirements of the Federal Information Security Modernization Act of 2014 (FISMA; Pub. L. 113-283), 44 U.S.C. Chapter 35, Subchapter II; related OMB circulars and memoranda, such as Circular A-130, *Managing Information as a Strategic Resource* (July 28, 2016); Memorandum M-17-12, *Preparing for an Responding to a Breach of Personally Identifiable Information* (January 3, 2017); and Circular No. A-108, *Federal Agency Responsibilities for Review, Reporting, and Publication under the Privacy Act* (December 23, 2016); 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 and publication 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 and Breach Notification

If either SSA or DoD/DMDC experiences an incident involving the loss or breach of PII during performance of this agreement, they will follow the OMB incident reporting guidelines, such as OMB Memorandum M-17-12. In the event of a reportable incident under OMB guidance involving PII, the agency experiencing the incident is responsible for following its established loss reporting and breach response 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 DoD/DMDC 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), DoD/DMDC will call SSA's National Network Service Center toll free at 1-877-697-4889. If SSA is unable to speak with DoD/DMDC Systems Security Contact within one hour, SSA will contact the DoD/DMDC Privacy Office at 1-831-583-2400.

SSA and DoD/DMDC 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.

B. Administrative Safeguards

SSA and DoD/DMDC will restrict access to the data matched and to any data created by the match that is maintained in the SORs cited in section IV.E. 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. Further, SSA and DoD/DMDC will advise all personnel who have access to the data matched and to any data created by the match of the confidential nature of the data, the safeguards required to protect the data, and the civil and criminal sanctions for noncompliance contained in the applicable Federal laws.

C. Physical Safeguards

SSA and DoD/DMDC 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 DoD/DMDC will establish appropriate safeguards for such data, as determined by a risk-based assessment of the circumstances involved.

D. Technical Safeguards

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

E. Application of Policy and Procedures

SSA and DoD/DMDC 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 DoD/DMDC will comply with these guidelines and any subsequent revisions.

F. Security Assessment

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

IX. RECORDS USAGE, DUPLICATION, AND REDISCLOSURE RESTRICTIONS

- A. SSA and DoD/DMDC agree to the following limitations on the use, duplication, and redisclosure of the electronic files and data provided by the other agency under this agreement:
1. That the electronic files provided as part of the matching program will remain the property of DoD/DMDC. SSA will destroy or return the electronic files after the matching program is completed, but not more than 120 days after receipt of the electronic files.
 2. SSA and DoD/DMDC will use and access the data only for the purposes of, and to the extent necessary in the administration of, the matching program covered by this agreement.
 3. SSA and DoD/DMDC will not use the data provided by each agency to extract information concerning individuals therein for any purpose not specified in this agreement.
 4. SSA and DoD/DMDC will not duplicate or disseminate the data, within or outside the agency, without written authority of the agency that furnished the data. Neither agency will give such permission unless the disclosures are required by law or are essential to the matching program. In such cases, the agency disclosing the records must specify in writing to the other agency what records are being disclosed, to whom they are being disclosed, and the reasons that justify such disclosure.
 5. That to the extent permitted by law, information resulting from the matching program may be disclosed for follow-up and verification, or for civil or criminal law

enforcement investigation or prosecution, if the match uncovers activity that warrants such action.

- B. Both parties will keep an accurate accounting of disclosures from an individual's record as required by 5 U.S.C. § 552a(c).
- C. If required to disclose these records to a state or local agency or to an SSA contractor in order to accomplish the matching program's purpose, SSA will obtain the written agreement of that entity to abide by the terms of this agreement. Contractors must agree to be subject to the applicable provisions of the Privacy Act before receiving records relating to the matching program.
- D. Neither SSA nor DoD/DMDC will provide remote terminal access to the files exchanged under the terms of this agreement.

X. ACCURACY ASSESSMENTS

A. DoD/DMDC

DoD/DMDC records are extracts of personnel records with data provided by the retiree or his or her agency. Experience with matching programs and analyses performed by DoD/DMDC show these records are at least 95 percent accurate. DoD/DMDC will withhold or flag any records that might appear problematic, and any information on records that do not match on two data elements (i.e., name and SSN).

B. SSA

SSA does not have an accuracy assessment specific to the data elements listed in this agreement. However, SSA conducts periodic, statistically valid, stewardship (payment accuracy) reviews, in which the benefits or payments listed in this agreement are included as items available for review and correction. SSA quality reviewers interview the selected SSI beneficiaries/recipients and redevelop the non-medical factors of eligibility to determine whether the payment was correct. Based on the available study results, we have a reasonable assurance that SSA's accuracy assumptions of a 95 percent confidence level for the monthly benefits or payments listed in this agreement (FY 2016 Title XVI Payment Accuracy Report, August 2017).

XI. COMPTROLLER GENERAL ACCESS

The Government Accountability Office (Comptroller General) may have access to all DoD/DMDC and SSA data, as deemed necessary, in order to monitor or verify compliance with this agreement.

XII. REIMBURSEMENT/FUNDING

Due to nominal costs associated with providing data to SSA under this agreement, DoD/DMDC does not intend to seek reimbursement.

XIII. DURATION, MODIFICATION, SUSPENSION, AND TERMINATION

A. Effective Date

The effective date of this agreement is May 1, 2019 provided that SSA reported the proposal to re-establish this matching program to the Congressional committees of jurisdiction and OMB 61 days before the effective date 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 30 days before the effective date 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 DIBs of DoD 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 DoD and SSA can certify to their DIBs that the matching program will be conducted without change; and DMDC/DoD and SSA have conducted the matching program in compliance with the original agreement.

D. Modification

Either party may modify this agreement at any time, with the stipulation that the written modification to this agreement satisfies both parties and is agreed to by the DIB of each agency. In the event of modification, the parties further agree to publish the notices, as specified in Article XIII.A. In addition, any modification shall comply with the Privacy Act of 1974, as amended, as well as guidance issued by OMB, including OMB Circular A-108 (December 23, 2016).

E. Suspension and Termination

Either party may terminate this agreement at any time with the written consent of both parties. Either party may unilaterally terminate the agreement upon written notice to the other party. The termination shall be effective 90 days after the date of the notice, or later if specified in the notice. Either party may make an immediate, unilateral termination of this agreement if either party has determined that there has been: (1) an unauthorized use of the information; or (2) a violation of, or failure to follow, the terms of this agreement.

Either party may make an immediate, unilateral suspension of the data flow and/or termination of this agreement if it has:

1. Determined that there has been an unauthorized use or disclosure of information by the other party;
2. Determined that there has been a violation of or failure by the other party to follow the terms of this agreement; or
3. Reason to believe that the other party breached the terms for security of data. The party that believes terms have been breached will immediately notify the other party as to the basis of its belief and state its intent to unilaterally suspend this agreement. The notice provided will ensure that the two agencies discuss the suspected violation, thereby preventing an unintended denial of Federal benefits to applicants based solely upon a belief of a violation or failure to abide by the terms of the agreement. If either party suspends the data flow in accordance with this section, that party will suspend the data until it makes a definite determination of a breach.

XIV. POINTS OF CONTACT

DoD/DMDC Contacts

DoD Privacy

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Privacy Issues

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Systems and Program Policy

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Information Security

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SSA ContactsMatching Agreements

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Office of Data Exchange Programs

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Office of Data Exchange and Program Publications
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XV. 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.

The signatories may sign this document electronically by using an approved electronic signature process. Each signatory electronically signing this document agrees that his/her electronic signature has the same legal validity and effect as his/her handwritten signature on the document, and that it has the same meaning as his/her handwritten signature.

SOCIAL SECURITY ADMINISTRATION

Norma Hollowed for

Monica Chyn

Monica Chyn

Acting Deputy Executive Director

Office of Privacy and Disclosure

Office of the General Counsel

2-15-19
Date

Mary Zimmerman

Mary Zimmerman

Acting Chair, Data Integrity Board

Social Security Administration

3-6-19
Date

DoD 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.

DEPARTMENT OF DEFENSE

SORRENTO.MICHAEL.V.1399639162
EL.V.1399639162

Digitally signed by
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Michael V. Sorrento
Director
DoD/DMDC

Date

DEPARTMENT OF DEFENSE

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Joo Y. Chung
Chair, Defense Data Integrity Board
Department of Defense

Date

- Attachment 1 – Cost Benefit Analysis (CBA)
- Attachment 2 – SSA Finder File Layout
- Attachment 3 – DOD Response File Layout