

**COMPUTER MATCHING AGREEMENT BETWEEN
THE UNITED STATES DEPARTMENT OF DEFENSE (DoD)
AND
THE UNITED STATES DEPARTMENT OF EDUCATION (ED)
DoD Computer Matching Agreement No. 19**

I. Purpose

This Computer Matching Agreement (CMA or Agreement) sets forth the terms, safeguards, and procedures under which the U.S. Department of Defense (DoD) will disclose to the U.S. Department of Education (ED), Office of Federal Student Aid (FSA), information concerning Service members deployed to areas that qualify them for imminent danger pay (IDP) or hostile fire pay (HFP) for the purpose of benefit eligibility determinations. ED will use the DoD data to provide eligible Service members with no-interest accrual benefits on qualifying Title IV Loans made under the Higher Education Act of 1965, as amended (HEA), during the time those Service members were deployed to qualifying locations and will notify eligible Service members that the benefits have been applied to their Title IV Loans.

This CMA will assist ED in its obligation to ensure that Service members who have received IDP or HFP benefits and who have student loans under Part D, Title IV of the HEA (20 U.S.C. § 1087e(o)) receive the no-interest accrual benefit on their eligible loans during the period of time they received IDP or HFP pay. ED will proactively apply the no-interest accrual benefit to the borrower's eligible Title IV Loans and notify the borrower that, as a result of this CMA, the borrower does not need to submit further documentation of the borrower's eligibility for the benefit. The notice to the borrower will inform the borrower that ED will accept the DoD notification of an eligible deployment and make it easier for borrowers to receive the no-interest accrual benefit.

II. Legal Authority

This CMA is executed in compliance with the Privacy Act of 1974 (5 U.S.C. § 552a) (Privacy Act), as amended by the Computer Matching and Privacy Protection Act of 1988 (Pub. L. 100-503) and the Computer Matching Privacy Protections Amendments of 1990 (Pub. L. 101-508), and the regulations and guidance promulgated thereunder.

ED's legal authority for this matching program and the associated disclosures is provided by section 455(o) of the HEA (20 U.S.C. § 1087e(o)) and the Privacy Act. The Privacy Act at 5 U.S.C. § 552a(b)(3) authorizes a federal agency to disclose information about an individual that is maintained in a system of records, without the individual's prior written consent, when the disclosure is pursuant to a routine use published in a System of Records Notice (SORN), as required by 5 U.S.C. § 552a(e)(4)(D). Routine use (l)(a) in the applicable SORN, the "National Student Loan Data System (NSLDS)" (18-11-06), authorizes ED's disclosure of records from NSLDS to DoD under to this Agreement.

DoD's legal authority for this matching program and the associated disclosures is provided by section 455(o) of the HEA (20 U.S.C. § 1087e(o)) and the Privacy Act. The Privacy Act at 5 U.S.C. § 552a(b)(3) authorizes a federal agency to disclose information about an individual that is maintained in a system of records, without the individual's prior written consent, when the disclosure is pursuant to a routine use published in a SORN as required by 5 U.S.C. § 552a(e)(4)(D). DoD published routine use Z.2. in the applicable SORN, Defense Manpower Data Center Data Base (DMDC 01), to authorize the disclosures to ED made under this Agreement.

III. Definitions

- A. "Eligible borrower" means a person who has an eligible loan or Teacher Education Assistance for College and Higher Education (TEACH) Grant; is serving on active duty during a war or other military operation or national emergency; is performing qualifying National Guard duty during a war or other military operation or national emergency; is serving in an area of hostilities in which service qualifies for special pay under section 310, or paragraph (1) or (3) of section 351(a), of title 37, United States Code; and has not previously received the benefit for 60 months.
- B. "Contractor and/or Agent" means a third-party entity in a contractual or similar relationship with ED or DoD pursuant to which the third-party entity acts on the respective agency's behalf to administer, or assist in administering, the matching program described in this CMA.
- C. "Title IV Loan" means a loan first disbursed on or after October 1, 2008, made under the William D. Ford Federal Direct Loan Program (20 U.S.C. § 1087a et seq.) or a TEACH Grant first disbursed on or after October 1, 2008, under the TEACH Grant Program authorized under Title IV of the HEA, Part A, Subpart 9 (20 U.S.C. § 1070g et seq.).
 - 1. For purposes of this Agreement, "Title IV Loan" includes a Title IV Loan written off due to default.
 - 2. For purposes of this Agreement, "Title IV Loan" includes a TEACH Grant even if the TEACH Grant recipient fails to complete his or her service obligation and the TEACH Grant converts to a loan.
- D. "Deployment" means a record of the deployment of a Military Service member in support of a contingency operation in the Defense Manpower Data Center (DMDC) Contingency Tracking System.

IV. Responsibilities of the Parties

A. ED's Responsibilities:

1. ED will create and disclose a Notification Data File to DoD that contains data from NSLDS, specifically, the name, date of birth (DOB), and Social Security number (SSN) of borrowers who are identified as Service members. (The Notification Data File is also described in Attachment B.) To ascertain which of the NSLDS borrowers are Service members, ED will use the Servicemembers Civil Relief Act (SCRA) website (<https://scra.dmdc.osd.mil>) Multiple Record Request capability. ED will securely transmit the Notification Data File to DoD via the DoD Secure Access File Exchange (SAFE) service (<https://safe.apps.mil/>).

ED will receive from DoD a Response Data File (described in Section IV.B.2. and Attachment B) that contains information for all eligible borrowers. ED will maintain this data in both ED's "National Student Loan Data System (NSLDS)" (18-11-06) and ED's "Common Services for Borrowers (CSB)" (18-11-16) servicing system(s) in order for ED to apply the no-interest benefit to the eligible borrowers' Title IV Loans.

2. ED will use the information obtained from DoD only for the purpose set forth in this CMA, which is to apply a no-interest accrual benefit to eligible borrowers.
3. ED, as the recipient agency, will provide the appropriate Congressional committees and the Office of Information and Regulatory Affairs (OIRA) within the Office of Management and Budget (OMB) with notice of this matching program and will publish in the *Federal Register* the required notice of this matching program.

B. DoD's Responsibilities:

1. DoD will compare the borrower data in the Notification Data File with DoD's Contingency Tracking System file maintained in the Defense Manpower Data Center Data Base (DMDC DB) to identify those Service members deployed to locations designated for IDP or HFP, i.e., eligible borrowers.
2. DoD will create and disclose to ED the Response Data File, which consists of information about eligible borrowers, specifically name, DOB, SSN, beginning and ending deployment dates, and the total number of days deployed for each qualified deployment, i.e., deployments to locations designated for IDP or HFP.
3. DoD will use the information obtained from ED only for purposes set forth in this CMA, which is to identify Service members who are eligible for the no-interest accrual benefit due to IDP or HFP.

V. Justification and Anticipated Results

A. Justification:

Title 20, U.S. Code, § 1087e(o) requires the Secretary of Education to provide a no-interest accrual benefit on Title IV Loans for eligible borrowers. Currently, to establish eligibility for a no-interest accrual benefit, borrowers must document that DoD has determined their eligibility for the benefit. Sharing information about borrowers through this matching program streamlines the process for determining who is an eligible borrower by having DoD provide the necessary information to ED. Computer matching is believed to be the most efficient and comprehensive method of exchanging and processing this information.

The matching program under this CMA reduces the time and administrative resources needed to review and approve requests for the no-interest accrual benefit. In addition, this matching program supports outreach efforts to eligible borrowers who have not applied to receive the benefit. This outreach better effectuates the statutory intent of Congress in establishing the no-interest accrual for eligible borrowers and reduces ED's administrative costs by reducing loan servicing and collection efforts for eligible borrowers. This computer matching method has been determined to be the most accurate and efficient means of accomplishing these purposes.

While there is no direct benefit from this matching program to DoD, the match will benefit DoD Service members whose Title IV Loans are eligible for the no-interest accrual benefit because those individuals will not be subject to interest accumulation on their Title IV Loans for up to a 60-month period.

B. Anticipated Results:

The match with DoD has streamlined the no-interest accrual process, substantially easing the burden on eligible borrowers who otherwise would need to formally request and document their eligibility. The match has allowed ED to identify borrowers who are eligible for the no-interest accrual benefit but may be unaware of their eligibility. This information enables more borrowers to take advantage of the benefit, and, in some cases, it may prevent borrowers from defaulting.

Historically, a percentage of all borrowers who are eligible for benefits decide not to apply due to the manual process, or inability to easily obtain the necessary documentation. With the automated match, ED applies the benefit without the borrower having to obtain the documentation and complete the manual process, thus reducing the labor hours currently required by the servicers to process the paperwork. Although this match will not reduce ED's servicing costs, it will reduce the burden on service members.

In the most recent full calendar year of 2021, there were 1,515 borrowers with 10,717 loans with the benefit applied. Due to data reporting limitations, ED cannot calculate the precise amount of interest relief that current and former active-duty Service members have received under this program. However, for the purposes of this CMA, ED is estimating an

average annual savings of \$636 per borrower for a total of \$963,540 in 2023. ED anticipates the volumes for the upcoming CMA to remain similar to the 2021 numbers on an annual basis.

(For additional information on the Cost Benefit Analysis, see Attachment A).

VI. Description of Matched Records

A. Systems of Records:

1. DoD will disclose to ED information from the system of records titled DMDC 01, Defense Manpower Data Center Data Base, last published in full in the *Federal Register* on May 27, 2022 (87 FR 32384), available at <https://www.federalregister.gov/documents/2022/05/27/2022-11484/privacy-act-of-1974-system-of-records>. Routine use Z.2 of DMDC 01 authorizes DoD to disclose data from this system of records to ED under this Agreement. The DMDC 01 SORN may be updated during the effective period of this Agreement as required by the Privacy Act.
2. ED will disclose the Notification Data File to DoD using information from the “National Student Loan Data System (NSLDS)” (18-11-06), as last published in the *Federal Register* in full on September 22, 2022 (87 FR 57873). For purposes of applying the no-interest benefit, in addition to maintaining the DoD Response Data File in NSLDS, ED will redisclose data from the DoD Response Data File to its loan servicers, who will also maintain it in ED’s “Common Services for Borrowers (CSB)” (18-11-16) system, as last published in the *Federal Register* in full on September 13, 2022 (87 FR 56003). The NSLDS or CSB SORNs may be updated during the effective period of this Agreement, as required by the Privacy Act.
3. DoD and ED have determined that their systems of records contain appropriate routine use disclosure authority and that the use is compatible with the purpose for which the information was collected. ED will notify all borrowers, in writing, who match the DoD-provided Response Data File with an IDP or HFP flag by a letter informing them that their information matched in accordance with section VIII of this CMA.

B. Specified Data Elements:

ED’s Notification Data File contains the data elements outlined in Attachment B for each borrower who owes a balance on one or more Title IV Loans made on or after October 1, 2008, or who has a loan written off due to default that is identified as SCRA eligible.

After conducting the match, DoD will generate a Response Data File that contains the data elements outlined in Attachment B for any Service member/borrower who matched to an eligible location in the DoD Contingency Tracking System. The

Response Data File does not contain information about Service members/borrowers who did not match to an eligible location.

C. Number of Records Involved:

ED projects that, on a yearly basis, it will send to DoD for matching the individual identifiers for approximately 200,000 borrowers who are also Service members identified through the Servicemembers Civil Relief Act (SCRA) website with an outstanding Title IV Loan balance.

D. Frequency and Transmission of Data:

This data exchange and matching activity will occur on an annual basis. Each year, ED shall provide to DoD the borrower data as described above, and DoD will return the matched file within two (2) weeks. The data will be securely transmitted using the DOD SAFE system. ED will only transmit the files to the designated recipient with a .mil email address, and DoD will only transmit the response data file to the designated recipient with a .gov email address. The file will be sent as an encrypted, password protected zip file. The password will be sent under separate email to the recipient directly. The submitters and the recipients will receive notification of file transmissions. The recipient at DoD or ED will be responsible for taking appropriate steps to ensure the security of the Personally Identifiable Information (PII) in the data files.

DoD and ED agree to use the file formats identified in Attachment B for the annual file exchange.

VII. **Accuracy Assessments**

DoD data is obtained directly from military personnel or from the Service system from which the sponsor is affiliated. The data is reviewed for accuracy prior to inclusion in the DMDC Data Base (DMDC 01) system of records. DoD will compare the NSLDS data provided by ED with DoD's Contingency Tracking System file maintained in the Defense Manpower Data Center Database. This file contains the data elements specified in section VI.B. of this CMA; the system data is assessed to be 99% accurate.

Data quality begins on NSLDS with the Data Provider Instructions tailored for each of the data provider groups. These instructions provide field-by-field reporting instructions along with the acceptance criteria and the error response code when the data are not in line with NSLDS standards. The percentage of records reported with errors is consistently less than .30% giving NSLDS an accuracy rate of 99.7%. As new regulations and laws are enacted, NSLDS is often tapped to collect additional data which require these instructions to be updated. FSA consistently places a great deal of effort in monitoring the quality of data reported by our data providers. NSLDS is a public facing website; borrowers, schools, guaranty agencies, and federal employees use the data on NSLDS to manage their Title IV participation and oversight. FSA presents these data with confidence because of the diligence

exercised in the oversight of data quality.

VIII. Procedures for Individualized Notice

ED will publish in the *Federal Register* a notice describing the matching program, as required by the Privacy Act, following the submission of the notice of the new matching program to OIRA within OMB and to appropriate Congressional committees, as required by the Privacy Act and implementing OMB guidance. ED will ensure that, each applicant for, or recipient of, applicable Title IV program assistance is provided with an individualized notice that information provided on his or her application is subject to verification through matching programs. Based on matches with the DoD data, ED will send all eligible borrowers a letter informing them of their eligibility for the no-interest accrual benefit.

IX. Verification Procedure and Opportunity to Contest

Once DoD notifies ED of an eligible borrower through the matching activity, ED will automatically apply the no-interest benefit to the eligible HFP or IDP timeframes and notify the borrower.

If a borrower is not identified by DoD as being an eligible borrower, the borrower still will have the option to submit documentation that he or she is eligible for the no-interest accrual benefit.

If ED has already applied the no-interest benefit to a borrower's loan and later determines through the matching activity that the borrower was ineligible, ED will not correct and take away the benefit.

X. Procedures for Retention and Timely Destruction of Identifiable Records

A. ED will retain all records with identifiable information received from DoD that are matched under this Agreement in accordance with the requirements of ED Records Schedule 051, "FSA National Student Loan Data System (NSLDS)" (DAA-0441-2017-0004) (ED 051) (for data maintained in ED's NSLDS, as described in section IV.A of this CMA), and ED Records Schedule 075, "FSA Loan Servicing, Consolidation, and Collections Records" (N1-441-09-016) (ED 075) (for data maintained in ED's CSB servicing system(s), as described in section IV.A of this CMA), as applicable. ED has proposed amendments to ED 051 and ED 075 for the National Archives and Records Administration's consideration. ED will continue to preserve all records covered by ED 051 and ED 075 until such amendments are in effect, as applicable.

B. DoD will retain the Notification Data File received from ED and the Response Data File for a period required to verify the successful completion of the matching activity and delivery of the Response Data File to ED, but no longer than 30 days, after which the data will be destroyed. The disposition of these Intermediary Files is authorized

under General Records Schedule 5.2, item 020 (DAA-GRS-2017-0003-0002).

XI. Records Usage, Duplication, and Rediscovery Restrictions

- A. ED agrees to the following limitations on the access to, the disclosure of, and the use of identifying information provided by DoD:
1. The information provided by DoD will be used within ED only to the extent necessary to achieve the purpose of identifying and notifying borrowers as to their eligibility concerning the no-interest accrual benefit as stated herein and will not be used to extract information concerning individuals therein for any purpose not specified in this CMA.
 2. ED acknowledges that DoD positive matching of an SSN only establishes that the submitted information matches the information contained in DoD records. The matching does not, however, authenticate the identity of the individual.
 3. ED will limit access to DoD data to those contractors and/or agents with a need to know to administer or assist in administering the FSA program on behalf of ED, and, in its contractual relationship with each contractor and/or agent that has access to the information provided by DoD under this CMA, will obtain the contractor's and/or agent's written agreement that it will abide by all the use and disclosure restrictions and security requirements in this CMA, to include the requirement to promptly report a breach or compromise of information exchanged under this Agreement. ED will also use appropriate contractual clauses to apply the Privacy Act to those contractors pursuant to 5 U.S.C. 552a(m) related to the operation of a system of records, if applicable.
 4. ED will identify and provide to DoD, upon request, a current list of contractors' and agents' employees who will have access to the information ED obtains through this CMA. 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 will certify, via a written communication on ED letterhead, to DoD that these contractors and/or agents are acting on behalf of ED to administer or assist in administering the FSA programs. ED agrees that its contractors and/or agents will, upon request, provide a list of employees who no longer have access to the information under this CMA.
 5. ED will apply appropriate contractual clauses in agreements with contractors and/or agents pursuant to subsection (m) of the Privacy Act (5 U.S.C. 552a(m)) to provide that employees and contractors and/or agents under contract with ED who access, disclose, or use the information obtained pursuant to this CMA in a manner or for a purpose not authorized by this CMA may be subject to civil and

criminal sanctions contained in applicable Federal statutes.

- B. DoD and ED agree that the information used and produced by the match may be used by DoD or ED for necessary follow-up actions essential to the IDP or HFP, as well as when required by law, including to support criminal investigations or prosecutions based on applications which may arise in this connection. All disclosures will be made consistent with the Privacy Act and applicable Privacy Act guidelines.
- C. DoD agrees to the following limitations on the access to, the disclosure of, and use of name, DOB, and SSN data provided by ED:
 - 1. The data provided by ED remains the property of ED and DoD will retain the data for a period required to verify the successful completion of the matching activity and delivery of the Response Data File to ED, but no longer than 30 days, after which the data will be destroyed.
 - 2. The information supplied by ED will be used within DoD only for the purposes of, and to the extent necessary in, the administration of the no-interest accrual benefit process covered by this CMA, and as required by law.
 - 3. Other than for the purposes of this CMA, DoD will not store or create additional files of ED information. DoD will only mark a matching record where the name, SSN, and DOB have matched eligible deployment information. The information provided by ED will not be duplicated or disseminated within or outside DoD without the written authority of ED, except as necessary within DoD for backup to ongoing operations of the matching program.
 - 4. DoD will obtain from any contractor or agent that has access to ED's data a written agreement that it will abide by all the use and disclosure restrictions and security requirements in this CMA, including a requirement to promptly report a breach or compromise of information exchanged under this Agreement. DoD will also use appropriate contractual clauses to apply the Privacy Act to those contractors pursuant to 5 U.S.C. 552a(m) related to the operation of a system of records, if applicable.
 - 5. DoD will identify and provide to ED, upon request, a current list of contractors' and agents' employees, who will have access to the information DoD obtains through this CMA. 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 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). DoD will certify, via a written communication on DoD letterhead, to ED that these contractors and/or agents are acting on behalf of DoD to administer or assist in administering the data match. DoD agrees that its contractors and/or agents will, upon request,

provide a list of employees who no longer have access to the information under this CMA.

6. DoD will apply appropriate contractual clauses in agreements with contractors and/or agents pursuant to subsection (m) of the Privacy Act (5 U.S.C. 552a(m)) to provide that employees and contractors and/or agents under contract with DoD who access, disclose, or use the information obtained pursuant to this CMA in a manner or for a purpose not authorized by this CMA may be subject to civil and criminal sanctions contained in applicable Federal statutes.

XII. Security Procedures

DoD and ED 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 Office of Management and Budget (OMB) circulars and memoranda, such as Circular A-130, *Managing Information as a Strategic Resource* (July 28, 2016); OMB M 17-12, *Preparing for and Responding to a Breach of Personally Identifiable Information* (January 3, 2017); the Privacy Act; National Institute of Standards and Technology (NIST) directives related to cybersecurity (the SP-800 series); and the Federal Acquisition Regulations (FAR), including any applicable amendments published after the effective date of this CMA. 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 CMA.

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

A. Incident Reporting:

Upon detection of an actual or suspected security incident, including a PII breach, related to this CMA, the agency detecting the actual or suspected incident will promptly notify the other agency's System Security Contact(s) named in this CMA.

If the agency that detects the actual or suspected 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:

DoD:

- DMDC Cybersecurity Incident Response Team:

dodhra.dodc-mb.dmdc.list.ir-team@mail.mil and
dodhra.dodc-mb.dmdc.list.privacy-office@mail.mil; (831)-583-4080

ED/FSA:

- EDCIRC: EDSOC@ed.gov: (202) 245-6550

If either DoD or ED experience a loss or breach of PII, the agency experiencing the incident will follow the incident reporting guidelines issued by OMB. In the event of a reportable incident under OMB guidance involving PII, the agency experiencing the incident is responsible for following its established procedures, including notification to the proper organizations (*e.g.*, United States Computer Emergency Readiness Team, the agency's privacy office, etc.). ED and DoD also will notify the System Security contact(s) named in this CMA as soon as possible, but no later than one hour after the discovery of a breach involving PII. The agency that experienced the incident will be responsible for following its established procedures, including notifying the proper organizations (*e.g.*, United States Computer Emergency Readiness Team (US-CERT)), the ISSOs and other contacts listed in this document), conducting a breach and risk analysis, and making a determination of the need for notice and/or remediation to individuals affected by the loss. If the agency's analysis indicates that an individual notice and/or remediation is appropriate, the agency that experienced the incident will be responsible for providing such notice and/or remediation without cost to the other agency.

B. Administrative Safeguards:

DoD 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 CMA. Further, DoD and ED will advise all personnel who have access to the data matched and to any data created by the match of the sensitive 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:

DoD and ED will store the data matched and any data created by the match in an area that is always physically and technologically secure from access by unauthorized persons. Only authorized personnel will transport the data matched and any data created by the match. DoD and ED will establish appropriate safeguards for such data, as determined by a risk-based assessment of the circumstances involved.

D. Technical Safeguards:

DoD 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 sensitivity 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. DoD and ED 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:

DoD 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 CMA. DoD and ED will comply with these guidelines and any subsequent revisions.

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.

XIII. Comptroller General Access

The Government Accountability Office (Comptroller General) may have access to all ED and DoD records, as necessary, in order to verify compliance with this CMA.

XIV. Reimbursement

Each agency will be responsible for its own development, operations, and maintenance costs. Due to **nominal** costs associated with providing data to ED under this agreement, DoD/DMDC does not intend to seek reimbursement. Should reimbursements be necessary in the future, DoD and ED may enter into a reimbursable agreement.

Each party to this CMA 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, because of any errors in information provided to ED or loss or destruction of data attributable to DoD, then DoD will perform services at DoD cost.

XV. Duration and Modification of the Agreement

A. Effective Date:

The life of this CMA is estimated to cover the 18-month period from April 10th, 2023, through October 10th 2024,. 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 dates: (1) the date of the last signatory to this CMA as set forth in section XVIII, below; or (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 a Revised Matching Notice in the *Federal Register*, assuming that ED receives public comments and revises the Matching Notice as a result of public comments. If the latest of these dates 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 CMA will be in effect for an initial period of 18 months.

C. Renewal:

The Data Integrity Boards (DIBs) of ED and DoD may, within three months prior to the expiration of this CMA, renew this Agreement for a period not to exceed one additional year if:

1. The matching program will be conducted without change; and
2. ED and DoD certify to their respective DIBs in writing that they have conducted the matching program in compliance with this Agreement.

If either party does not want to renew the Agreement, it must notify the other party of its intention not to renew at least three months before the expiration of the CMA.

D. Modification:

The parties may modify this CMA at any time by a written modification, agreed to by both parties and approved by the DIB of each agency. If the modification is a significant modification, ED must publish in the *Federal Register* a notice concerning the modification at least 30 days prior to the effective date of the modification, in accordance with OMB Circular No. A-108.

E. Termination:

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

notice, or later specified in the notice.

DoD or ED may make an immediate, unilateral suspension of the data flow 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 CMA; or
3. Has reason to believe that the other party has violated the terms of this CMA concerning the security of data. In the event of such a belief, the parties agree that they will immediately notify the party believed to have violated the terms for security as to the basis of the belief and the intent to unilaterally suspend this CMA. The notice provided will ensure that the two agencies discuss the suspected violation, thereby preventing an unintended denial of Federal benefits to borrowers based solely upon a belief of a violation or failure to abide by the terms of the CMA. If either party suspends the Agreement in accordance with this section, there will be an indefinite suspension of the CMA until a definite determination has been made regarding whether there has been a breach.

XVI. Persons to Contact

A. DoD Contacts:

DoD Contact for DoD Data Integrity Board Issues

Rahwa A. Keleta
Chief, Privacy and Civil Liberties Division
Privacy, Civil Liberties, and Freedom of Information Directorate
Office of the Assistant to the Secretary of Defense
for Privacy, Civil Liberties, and Transparency
Department of Defense
4800 Mark Center Drive
Alexandria, VA 22350

Email: rahwa.a.keleta.civ@mail.mil

Privacy Issues

Sam Peterson
Privacy Chief
Defense Manpower Data Center
400 Gigling Road
Seaside, CA 93955-6771

Email: samuel.m.peterson2.civ@mail.mil

Project Coordinator

Richard Treasure
Defense Manpower Data Center
4800 Mark Center Drive Suite 04E25-01
Alexandria, VA 22350

Email: richard.c.treasure.civ@mail.mil

Computer Systems Issues

Richard Treasure
Defense Manpower Data Center
4800 Mark Center Drive Suite 04E25-01
Alexandria, VA 22350

Email: richard.c.treasure.civ@mail.mil

Systems Security Issues

James A. Loving, CISSP, CRISC, CISM
Risk Management Branch Chief/ISSM
Defense Manpower Data Center
4800 Mark Center Drive Suite 04E25-01
Alexandria, VA 22350

Email: james.a.loving4.civ@mail.mil

B. ED Contacts:

Computer Security Issues

Devin Bhatt, Acting FSA Chief Information Security Officer
U.S. Department of Education Federal Student Aid Technology Office
830 First Street, NE, Washington, DC 20202-5454
Telephone: (202) 377-4522
Email: Devin.Bhatt@ed.gov

Systems Security Issues

Tammy Lucio, System Owner's Primary Representative Business Technical Lead,
NSLDS
U.S. Department of Education Federal Student Aid Technology Office
830 First Street, NE, Washington, DC 20202-5454
Telephone: (202) 377-3492
Email: Tammy.Lucio@ed.gov

Jeremy Dick, ISSO,

NSLDS

U.S. Department of Education Federal Student Aid Technology Office

830 First Street, NE, Washington, DC 20202-5454

Telephone: (202) 377-3238

Email: Jeremy.Dick@ed.gov

Program Agreement Contact

Brenda Vigna, Division Chief

Program Contract Management Division

Partner Participation and Oversight

U.S. Department of Education Federal Student Aid

830 First Street, NE, Washington, DC 20202-5454

Telephone: (202) 377-3982

Email: Brenda.Vigna@ed.gov

I. Authorized Signatures

Electronic Signature Acknowledgement: 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.

DEPARTMENT OF DEFENSE

Subject to the approval of the Data Integrity Boards of the parties to this agreement and the required notifications, the authorized program official, whose signature appears below, accepts and expressly agrees to the terms and conditions expressed herein, confirms that no verbal agreements of any kind shall be binding or recognized, and hereby commits their respective organization to the terms of this agreement.

Program Official:

SORRENTO.MICH
AEL.V. Digitally signed by
SORRENTO.MICHAEL.V.
Date: 2022.12.15 20:36:30 -05'00'

Michael V. Sorrento
Director
Defense Manpower Data Center
Department of Defense

Date

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

Data Integrity Board Chair:

CHUNG.JOO.Y Digitally signed by
CHUNG.JOO.Y.
Date: 2023.01.10 09:30:48
-05'00'

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

1/10/2023

Date

U. S. DEPARTMENT OF EDUCATION

Subject to the approval of the Data Integrity Boards of the parties to this agreement and the required notifications, the authorized program official, whose signature appears below, accepts and expressly agrees to the terms and conditions expressed herein, confirms that no verbal agreements of any kind shall be binding or recognized, and hereby commits their respective organization to the terms of this agreement.

Chief Operating Officer

**RICHARD
CORDRAY** Digitally signed by
RICHARD CORDRAY
Date: 2022.12.13
23:43:21 -05'00'

Richard Cordray
Chief Operating Officer
Federal Student Aid
U.S. Department of Education

_____ Date

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

Data Integrity Board Chair:

KEVIN HERMS Digitally signed by KEVIN
HERMS
Date: 2023.01.11 12:56:10
-05'00'

Kevin Herms
Senior Agency Official for Privacy
Chair, Data Integrity Board
U.S. Department of Education

_____ Date

Attachment A

COST BENEFIT ANALYSIS - COMPUTER MATCHING PROGRAM

This Cost Benefit Analysis (CBA) reflects the costs and benefits associated with matching Department of Defense (DoD) and U.S. Department of Education (ED) records. More specifically, names, dates of birth, and Social Security numbers of Title IV Loan borrowers will be submitted by ED to DoD, which will then return information on borrowers who were deployed to an eligible imminent danger pay area. ED will use the deployment data to identify, calculate, and apply the no interest accrual and notify the borrowers of the application of the no-interest accrual to their eligible Title IV Loans.

Historically, a percentage of all students who are eligible for benefits decide not to apply due to the manual process, or inability to easily obtain the necessary documentation. As a result, it is estimated that the number of eligible borrowers receiving the no-interest accrual benefit is reduced by 50 percent. With the automated match, ED is able to apply the benefit without the borrower having to obtain the documentation and complete the manual process, thus reducing the labor hours currently required by the servicers to process the paperwork. This match will not, however, reduce ED's servicing costs. The reduced burden on our Service members and the goodwill achieved from this match is invaluable.

In the most recent full calendar year of 2021, there were 1,515 borrowers with 10,717 loans with the benefit applied. Due to data reporting limitations, ED cannot calculate the precise amount of interest relief that current and former active-duty Service members have received under this program. However, for the purposes of this CMA, ED is estimating an average savings of \$636 of savings per borrower for a total of \$963,540 in 2023. ED anticipates the volumes for the upcoming CMA to remain similar to the 2021 numbers on an annual basis.

Analytical Data and Assumptions

The DoD costs of this matching program consist of labor to review and adjudicate the match results, central process unit (CPU) processing time to produce the match, and Agreement management and review requirements. To estimate the government staff personnel costs, DoD used the Office of Personnel Management January 2022 General Schedule salary table with locality of pay for San Francisco-San Jose, CA, and Washington, DC, Baltimore, MD, and Northern Virginia area from the Office of Personnel Management.

DoD will also incur personnel costs associated with the preparation of the matching agreement which includes any preparations, negotiations, reviews, and concurrences handled by various levels within DoD. Staff performing the work include employees located in the Washington-Baltimore-Arlington, DC-MD-VA-WV-PA geographic locality.

The ED costs of this matching program consist of processing costs to produce the match, documentation management, tracking activities, legal agreement review, service and servicer

tracking. The cost estimate is based on similar matches performed in fiscal year (FY) 2021.

Administrative Costs

DoD Administrative Costs

DMDC Cost	Hours/Year	Rate	Total
Operational SME (GS 14-5)	78	\$74.39	\$5,802.42
Operational Manager (GS-15-5)	11	\$84.48	\$929.28
Agreement Preparation Staff Action Officer (GS-13-5)	80	\$62.95	\$5,036.00
Office of General Counsel (GS15-9)	5	\$84.48	\$422.40
Computer Cost Source Agency	200	\$22.58	\$4,516
Subtotal			16,706.01
Office of the Assistant to the Secretary of Defense for Privacy, Civil Liberties, and Transparency (OATSD-PCLT) Cost	Hours/Year	Rate	Total
Staff Action Officer (GS-13/5):	16	\$62.95	\$1,007.20
Office of General Counsel (GS-15/5)	5	\$84.48	\$422.40
Data Integrity Board Executive Secretary (GS-15/5)	33	\$84.48	\$2,787.84
Data Integrity Board Members (8) (GS-15/5)	.5	\$84.48	\$42.24
Subtotal			\$4,259.68
Total DoD Costs			\$20,965.78

Department of Education Administrative Costs

STAFF	HOURS/YEAR	RATE	TOTAL
System Security Officer (GS13/14)	8	\$57.50	\$460.00
Operational SME (GS14)	100	\$60.60	\$6,060.00
Operational Manager (GS15 Supervisory)	10	\$78.94	\$789.40
FSA Contracting Officer (CO/CS)	30	\$60.60	\$1,818.00
OCIO/IA (GS13/14 IT Specialist)	24	\$57.50	\$1,380.00
Office of General Counsel (GS 14)	10	\$82.00	\$820.00
Total ED Costs			\$11,327.40

TOTAL DoD and ED ADMINISTRATIVE/LABOR COSTS: \$32,293.18

C. **COST/BENEFIT RATIO**

For the purposes of the cost/benefit ratio, the benefit calculation is based on the annual cost to administer the match and the interest savings avoided as a result of the match (\$ divided by \$ per year).

TOTAL ANNUAL COSTS = \$32,293.18
AVERAGE ANNUAL BENEFITS = \$963,540

Cost to Benefit Ratio= .033

Attachment B

DoD and ED Data Exchange File Layouts

Department of Education Notification Data File

Department of Education Notification Data File

Length= 160

Pos FR	Pos TO	Data Element	Description	Format	Lth
1	9	Borrower SSN	Borrower's Current Social Security Number	Char.	9
10	44	Borrower First Name	Borrower's Current First Name	Char.	35
45	79	Borrower Middle Name	Borrower's Current Middle Name	Char.	35
80	114	Borrower Last Name	Borrower's Current Last Name	Char.	35
115	122	Borrower DOB	Borrower's Current Date of Birth	Date	8
123	160	Filler	Spaces	Char.	38

Department of Defense Response Data File

Department of Defense Response Data File

Length= 160

Pos FR	Pos TO	Data Element	Description	Format	Lth
1	9	Borrower SSN	Borrower's Social Security Number	Char.	9
10	44	Borrower First Name	Borrower's First Name	Char.	35
45	79	Borrower Middle Name	Borrower's Middle Name	Char.	35
80	114	Borrower Last Name	Borrower's Last Name	Char.	35
115	122	Borrower DOB	Borrower's Date of Birth	Date	8
123	130	IDP / HFP Begin Date	Date when an occurrence of IDP or HFP began.	Date	8

Pos FR	Pos TO	Data Element	Description	Format	Lth
131	138	IDP / HFP End Date	Date when an occurrence of IDP or HFP ended.	Date	8
139	142	Total Days IDP / HFP per Occurrence	Total number of days borrower received IDP or HFP per occurrence.	Num.	4
143	160	Filler	Spaces	Char.	18