

**COMPUTER MATCHING AGREEMENT
BETWEEN
THE UNITED STATES DEPARTMENT OF DEFENSE (DoD)
AND
THE UNITED STATES DEPARTMENT OF EDUCATION (ED)**

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), 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 Higher Education Act of 1965 (HEA) (20 U.S.C. § 1070 et seq.), as amended, 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)) the Privacy Act of 1974 (5 U.S.C. § 552a). 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). ED published routine use (1)(a) in the applicable SORN, the National Student Loan Data System (NSLDS) (18-11-06), to authorize the disclosures made under 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)) the Privacy Act of 1974 (5 U.S.C. § 552a). 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 15.b. in the applicable SORN, Defense Manpower Data Center Data Base (DMDC 01), to authorize the disclosures made under this Agreement.

III. Definitions

- A. "Eligible borrower" means a person who has an eligible loan or TEACH Grant, is serving on active duty during a war or other military operation or national emergency, or is performing qualifying National Guard duty during a war or other military operation or national emergency; and 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 deployment 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 disclose to DoD the name, date of birth (DOB), and Social Security number (SSN) of borrowers from the NSLDS (18-11-06), last published in full on September 9, 2019 (84 FR 47265-47271), who have been identified as military servicemembers. To ascertain which of the NSLDS borrowers are military servicemembers, ED will use the Servicemembers Civil Relief Act (SCRA) website's (<https://scra.dmdc.osd.mil>) Multiple Record Request capability. Borrowers who are identified through the SCRA website as military servicemembers will then be transmitted to DoD via the DoD Secure Access File Exchange (SAFE) service (<https://safe.apps.mil/>).
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 data provided by ED with DoD's Contingency Tracking System file maintained in the Defense Manpower Data Center Data Base (DMDC 01), last published last published in full in the *Federal Register* on February 27, 2019 (84 FR 6383-6388) and subsequently modified on April 16, 2019 (84 FR 15605), to identify the locations designated to receive IDP or HFP.
2. DoD will return to ED the eligible borrower's name, DOB, SSN, beginning and ending deployment dates, and the total number of days deployed for each qualified deployment.
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:

The 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 would streamline the process for determining who is an eligible borrower for the benefit by having DoD provide the documentation to ED. Computer matching is believed to be the most efficient and comprehensive method of exchanging and processing this information.

ED anticipates that the matching program under this CMA will reduce the time and administrative resources needed to review and approve requests for the no-interest accrual benefit. In addition, ED anticipates that the matching program will support 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 as an agency, the match will benefit DoD's 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 will streamline 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 allows 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 this benefit and, in some cases, it may prevent borrowers from defaulting.

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 will be 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. Although this match will not reduce ED's servicing costs, it will reduce the burden on service members.

In 2018 the total number of borrowers who received the no-interest accrual benefit was 2,916 with interest savings totaling \$1,854,793. With the match, ED anticipates doubling the number of borrowers who receive the no-interest accrual benefit to 5,832 and saving these borrowers \$3,709,586 in interest in 2019. This equates to an average of \$636 per borrower in interest reduction and an estimated additional \$1,854,793 in interest savings as a result of the matching program.

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

VI. Description of Matched Records

A. Systems of Records:

DoD will disclose to ED information from the following system of records:

DMDC 01, Defense Manpower Data Center Data Base, last published in full in the *Federal Register* on February 27, 2019 (84 FR 6383-6388) and subsequently modified on April 16, 2019 (84 FR 15605). Routine use 15.b of DMDC 01 applies to this CMA.

ED will disclose to DoD information from, and maintain information obtained from DoD in, its system of records entitled “National Student Loan Data System (NSLDS) (18-11-06),” last published in the *Federal Register* in full on September 9, 2019, (84 FR 47265-47271).

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 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 will transmit to DoD the name, DOB, and SSN for each borrower who owes a balance on one or more Title IV Loans made on or after October 1, 2008, or who have a loan written off due to default that are identified as SCRA-eligible. ED will send identifying information from the NSLDS database via the DoD Secure Access File Exchange (SAFE) service (<https://safe.apps.mil/>).

DoD will process the verification request and send a response to ED by a secure method.

- If DoD matches a record based on SSN, name, and DOB in the Contingency Tracking System to an eligible location, DoD will provide ED the SSN, name, DOB, beginning and ending date and the total number of days deployed for each occurrence.
- If DoD does not match any records contained in DoD’s Contingency Tracking System, DoD will not return any information to ED.

C. Number of Records Involved:

ED projects that it will send to DoD for matching the individual identifiers for approximately 200,000 military service members identified through the

Servicemembers Civil Relief Act (SCRA) website with an outstanding Title IV loan balance on a yearly basis.

D. Frequency and Transmission of Data:

Each year, ED shall provide all the data necessary for DoD to identify the individuals, and DoD will return the matched file within two (2) weeks. The data will be transmitted through a DoD identified secure transmission system. ED will only transmit the files to the designated recipient with a .mil email address, and DoD will only transmit the response 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 on DoD or ED will be responsible for the security of the PII data.

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). DoD currently estimates that the information within the Dependent's Benefits File, a file that contains the data elements specified in section IV.B.(1) through IV.B.(3) of this CMA, is 99% accurate.

NSLDS is a large repository of student grant and loan information. The data reported to NSLDS comes from multiple entities including other FSA systems, schools, guaranty agencies, and Federal loan servicers. Before data is loaded to NSLDS, it must go through a series of edit validations to ensure the data being reported meets the published reporting requirements. For all NSLDS data providers who reported for both 2015 and 2016 the combined edit pass rate was 96.87 percent and 2017 and 2018, the combined edit pass rate was 97.67 percent. These passage rates are based on the NSLDS 2016 Annual Data Quality Report, Version 1.0, dated May 17, 2017 NSLDS 2017 Annual Data Quality Report, Version 1.0, dated May 11, 2019, respectively, published by NSLDS.

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 identifies an eligible borrower, 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 by the DoD Match that the borrower was ineligible, ED will not correct and take away the benefit based upon this matching program.

X. Procedures for Retention and Timely Destruction of Identifiable Records

A. ED will retain all records received from DoD data file(s) under this Agreement with identifiable information in accordance with the current requirements of ED Records Schedule 051 FSA National Student Loan Data System (NSLDS) (DAA-441-2017-0004) (ED 051). ED will destroy/delete applicable records covered by ED 051 30 years after cut off. ("Cut off" for these records occurs annually when an applicable account is paid-in-full.) At the conclusion of the mandatory retention period, ED will destroy/delete the records based on, among other things, NIST Special Publication 800-88, Rev. 1, Guidelines for Media Sanitization, and ED Administrative Communications System, Departmental Directive, OCIO: 3-113, Controlled Unclassified Information Program.

B. DoD will automatically delete the ED input records one week after DoD returns the file to ED.

XI. Records Usage, Duplication, and Redislosure 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 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 verification of an SSN only establishes that the submitted information matches the information contained in DoD records. The verification does not, however, authenticate the identity of the individual or

conclusively prove that the individual submitting the information is who he or she claims to be.

3. ED will, in its contractual relationship with each contractor and/or agent that has access to the information provided by DoD under this CMA, obtain the contractor's and/or agent's written agreement that it will abide by all the use and redisclosure restrictions and security requirements in this CMA.
 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 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 redisclosures 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 will be destroyed by DoD when no longer needed to provide information to ED.
 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.

4. 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 for which purpose DoD will keep a copy of the ED file for approximately one week, or as required by law. ED will not grant such authority unless the redisclosure is required by law or is essential to the matching program. All redisclosures will be made consistent with the Privacy Act and applicable Privacy Act guidelines.
5. 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 redisclosure restrictions and security requirements in this CMA.
6. 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.
7. DoD 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 of 1974; 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 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 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 a security incident or PII breach related to this CMA, the agency experiencing the incident will promptly notify the other agency's System Security Contact(s) named in this CMA.

If the agency experiencing the incident is unable to speak with the other agency's System Security Contact within one hour or if for some reason contacting the System Security Contact is not practicable (e.g., outside of normal business hours), then the following contact information shall be used:

DoD:

- DMDC Privacy Office: dodhra.dodc-mb.dmdc.list.privacy-office@mail.mil, 831-583-2400

ED/FSA:

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

If either DoD or ED experience a loss or breach of PII provided by the other agency under the terms of this CMA, agency experiencing the breach 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 Information System Security Officers (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.

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. There will be no reimbursement of such costs between agencies.

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 must re-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 December 1, 2019, through June 2, 2021. However, the effective date of this CMA and the date when the match may begin shall be whichever date is the latest of the following three: (1) the date of the last signatory to this CMA as set forth in section XVIII, below; (2) at the expiration of the 30-day public comment period following ED's publication of notice of this matching program in the *Federal Register*, assuming that ED receives no public comments or receives public comments but makes no changes to the Matching Notice as a result of the public comments, or 30 days from the date on which ED publishes 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; or (3) at the expiration of the 60-day period following ED's transmittal of a report concerning the matching program to OMB and to the appropriate Congressional Committees, along with a copy of this CMA, unless OMB waives any portion of its own 30 day review period for compelling reasons, in which case, 60 days minus the number of days waived by OMB from the date of ED's transmittal of the report of the matching program. If the latest of these three 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 that they have conducted the matching program in compliance with this Agreement.

If either party does not want to renew the Agreement as permitted under 5 U.S.C. 552a(o)(2)(D), it shall 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, in the interests of preventing an unintended denial of Federal benefits to borrowers based solely upon a party's belief of the other party's 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:

Privacy Issues

Kim Pearman
Privacy Chief
Defense Manpower Data Center
400 Gigling Road
Seaside, CA 93955-6771

Telephone: (831) 583-2400 ext. 4668
Email: kimberly.v.pearman.civ@mail.mil

Project Coordinator

Kenneth Doolittle, Program Manager
Customer Relationship Management Directorate
DMDC
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Seaside, CA 93955-6771
Telephone: (831) 583-2400
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Computer Systems Issues

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Customer Relationship Management Directorate
DMDC
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Systems Security Issues

Jacqueline Ray, CISSP
Information System Security Officer
DMDC
400 Gigling Road
Seaside, CA 93955-6771
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Email: jacqueline.n.ray.civ@mail.mil

B. ED Contacts:

Computer Security Issues

Dan Commons, 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) 377-4240/Fax: (202) 275-0492
Email: Daniel.Commons@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

Tammy Morton, ISSO
NSLDS
U.S. Department of Education
Federal Student Aid
Technology Office
830 First Street, NE,
Washington, DC 20202-5454
Telephone: (202) 377-4653
Email: Tammy.Morton@ed.gov

Program Agreement Contact

Brenda Vigna, Management and Program Analyst
Operations Services Division
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

XVII. Dispute Resolution

Disputes related to this CMA shall be resolved in accordance with instructions provided in the Treasury Financial Manual Volume I, Part 2, Chapter 4700, Appendix 10, *Intragovernmental Transaction Guide*, as applicable.

XVIII. 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 CMA. They accept and expressly agree to the terms and conditions expressed herein, confirm that no verbal agreements of any kind shall be binding or recognized, and hereby commit their respective organizations to the terms of this agreement.

DEPARTMENT OF DEFENSE

Program Official:

SORRENTO.MICH
AEL.V.1399639162

Digitally signed by
SORRENTO.MICHAEL.V.139963
9162
Date: 2019.10.30 15:53:21 -04'00'

Michael V. Sorrento
Director
Department of Defense/DMDC

Date

Data Integrity Board Chair:

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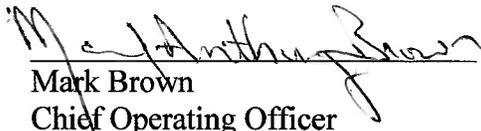
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Joo Y. Chung
Chair
Defense Data Integrity Board
Department of Defense

Date

U. S. DEPARTMENT OF EDUCATION

Chief Operating Officer



Mark Brown
Chief Operating Officer
Federal Student Aid
U.S. Department of Education

October 24, 2019
Date

Data Integrity Board Chair:



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

November 1, 2019
Date

Attachment A

COST BENEFIT ANALYSIS – COMPUTER MATCHING PROGRAM

This Cost Benefit Analysis (CBA) estimates the costs and benefits associated with matching Department of Defense (DoD) and the 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 will be 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 2018 the total number of borrowers who received the no-interest accrual benefit was 2,916 with interest savings totaling \$1,854,793. With the match, ED anticipates increasing the number of borrowers who receive the no-interest accrual to 5,832 and saving these borrowers \$3,709,586 in interest in 2019. This equates to an average reduction of \$636 in interest expense per borrower.

Analytical Data and Assumptions

The DoD costs of this matching program consist of processing costs to produce the match, and management, documentation and agreement review, tracking activities, and certain other costs (supplies, phone, postage, etc.). It is assumed that one (1) analyst—listed as the Operational Subject Matter Expert (SME) in the table below—will spend approximately eight (8) hours of his/her time on work related to this matching program. This evaluation is based on other, similar matches performed during fiscal year (FY) 2018.

The ED costs of this matching program consist of processing costs to produce the match, documentation management, tracking activities, legal agreement review, servicer tracking. The cost estimate is based on similar matches perform in fiscal year (FY) 2018.

A. ADMINISTRATIVE COSTS

I. Administrative Cost: DoD

STAFF	HOURS/YEAR	RATE	TOTAL
Operational SME	8	\$80.51	\$644.08
Operational Manager	1	\$62.50	\$62.50

Agreement Preparation Staff	62.5	\$64.06	\$4,003.75
Total DoD Costs			\$4,710.33

Preparation of Matching Agreement:

Any preparations, negotiations, reviews, and concurrences are handled by various levels within the DMDC. This consumes at least 62.5 hours of work at an average GS-14/6 grade level at \$64.06 per hour.

II. Administrative Cost: ED

STAFF	HOURS/YEAR	RATE	TOTAL
System Security Officer (GS13/14)	8	\$57.50	\$460
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 the Counsel (GS 14)	10	\$60.60	\$606.00
Total ED Costs			\$11,113.40

TOTAL DoD and ED ADMINISTRATIVE/LABOR COSTS: \$ 15,823.73

B. 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).

$$\begin{aligned} \text{TOTAL ANNUAL COSTS} &= \$15,823.73 \\ \text{AVERAGE ANNUAL BENEFITS} &= \$1,854,793 \end{aligned}$$

$$\text{Cost to Benefit Ratio} = .004$$

Attachment B

DoD and ED Data Exchange File Layouts

Department of Defense Notification File

Department of Defense Notification 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 File

Department of Defense Response 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
131	138	IDP / HFP End Date	Date when an occurrence of IDP or HFP ended.	Date	8

Pos FR	Pos TO	Data Element	Description	Format	Lth
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