

**CONSOLIDATED COMPUTER MATCHING AGREEMENT
BETWEEN
THE SOCIAL SECURITY ADMINISTRATION
AND
THE RAILROAD RETIREMENT BOARD

FOR A SYSTEM-TO-SYSTEM ACCESS
COMPUTER MATCHING PROGRAM**

Match #1007

I. Purpose

This consolidated computer matching agreement (agreement) sets forth the terms, conditions, and safeguards under which the Social Security Administration (SSA) and the Railroad Retirement Board (RRB) will conduct certain system-to-system computer exchanges and other computer exchanges of data in which either RRB or SSA is the recipient agency. The attached appendices detail the matching programs covered by this agreement. RRB describes its recipient operations in Appendices A, B, and C. SSA describes its recipient operation in Appendix D.

The exchange of data under this agreement enables RRB to properly administer section 231f(b)(2)(D) of the Railroad Retirement Act of 1974 (RRA) (45 U.S.C. § 231f(b)(2)(D)). Specifically, RRB uses SSA's information, as set forth in Appendices A through C to determine the amount of railroad retirement (RR) annuities; to adjust the amount of RR annuities for Social Security benefits; to certify directly to the Department of Treasury certain Social Security benefits authorized by SSA for payment by RRB; to compute the amount of the cost-of-living adjustment in RR annuities and the RR certified Social Security benefits; to request funds transfer; and to exchange survivor jurisdiction determinations.

As set forth in Appendix D, SSA uses RRB's information to determine eligibility for Social Security benefits and to determine certain amounts payable to certain eligible recipients under the Retirement, Survivors and Disability Insurance (RSDI) program as Railroad Board earnings/benefits may have an effect on such claims.

II. Legal Authority

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

Legal authorities for disclosures under this agreement are as follows:

- A. 45 U.S.C. § 231f(b)(7) requires SSA to provide wage, self-employment income, and other records pertinent to the administration of the RRA;
- B. 45 U.S.C. § 231f(b)(4)(B)(i) provides that RRB is required to certify Social Security benefits to the Department of Treasury on SSA's behalf for the agencies' mutual retirees;
- C. 26 U.S.C. § 6103(l)(1)(C) provides authority for RRB to have access to tax return information with respect to taxes imposed under chapter 22 of the Internal Revenue Code (IRC) for purposes of administering the RRA;
- D. 42 U.S.C. § 402(x)(3)(B)(iv) provides authority for SSA to disclose prisoner data to any agency administering a Federal or federally-assisted cash, food, or medical assistance program;
- E. 45 U.S.C. § 231q(2) provides that earnings considered as compensation under the RRA will be considered as wages under the Social Security Act (Act); and
- F. The responsibilities of RRB and SSA with respect to the information obtained under this agreement are in accordance with 42 U.S.C. §§ 402, 405(o) and 415(f); 45 U.S.C. § 231f(b)(2)(D).

III. Definitions

1. "System to System" means electronic transfer of data; e.g., Joint Agency Data Exchange (JADE).
2. "Social Security wage and self-employment income information" means creditable wages and self-employment income reported to SSA for each calendar year. RRB uses this information to compute the correct amount of RR annuities.
3. "Benefit information" means SSA's record of the benefits paid under Title II of the Act to each beneficiary. This information is used, if necessary, to compute the amount of the reduction component in the RR annuity payable to a beneficiary covered by both the RRA and the Act.
4. "Disclosure" means the release of information with or without the consent of the individuals to whom the information pertains.
5. "SVES" means the State Verification and Exchange System.
6. "PUPS" means the Prisoner Update Processing System.
7. "SSN" means Social Security number.

8. "MBR" means Master Beneficiary Record SSA/OBIS 60-0090, which is an electronic file reflecting the entitlement history of persons claiming benefits under the Act.
9. "NH" or number holder means a person who has been assigned an SSN.
10. "Beneficiary" means a person entitled to Social Security benefits.
11. "AERO" means the Automatic Earnings Reappraisal Operation. SSA uses this automated process to reexamine its records annually to determine if any increases in benefit payments are due. SSA considers any additional earnings credited to the record since the last annual examination in refiguring the NH's primary insurance amount.
12. "PIA" means the primary insurance amount. PIA results from a mathematical computation upon which SSA bases monthly benefits. SSA applies a specific formula to the NH's average monthly earnings amount over the lifetime work history. The formula may vary depending on NH's date of birth and the law in effect when the NH is eligible for benefits.
13. "MEF" means the Earnings Recording and Self-Employment Income System SSA/OS 60-0059, which is an electronic file housing all the earnings data and earnings history for workers covered under Social Security. SSA refers to the MEF as the Master Earnings File.
14. "Residual Election" identifies cases where a survivor claimed a refund of all railroad wage credit taxes.
15. "Railroad Claim Number" means the number used by RRB to identify a claim for RRB benefits.
16. "SSR" means the Supplemental Security Income Record; it contains individual records and data needed to administer the Supplemental Security Income program. For this agreement, SSA and RRB use SSR for verification purposes.
17. "Railroad Status Code" means the code used by RRB to show payment, suspension or termination of an annuity.
18. "Type of Railroad Beneficiary" means the code that identifies the beneficiary as a worker, dependent, or survivor.
19. "Source agency," as defined by the Privacy Act (5 U.S.C. § 552a(a)(11)), means SSA for Appendices A-C and RRB for Appendix D; the agency disclosing records for the purposes of this computer matching program.
20. "Recipient agency," as defined by the Privacy Act (5 U.S.C. § 552a(a)(9)), means

RRB for Appendices A-C and SSA for Appendix D; the agency receiving the records for use in this computer matching program.

IV. Responsibilities of the Parties

A. RRB Responsibilities:

1. RRB will disclose earnings and benefit status information to SSA in accordance with Appendix D.
2. RRB will publish a notice of this matching program in the Federal Register (Fed. Reg.) and report the proposal to re-establish this matching program to the Congressional committees of jurisdiction and the Office of Management and Budget (OMB).
3. RRB will not use or disclose Drug and Alcohol codes unless the individual to whom the information pertains provides SSA specific consent for the disclosure.

B. SSA Responsibilities:

SSA will disclose wage, Title II benefit, cost of living, and prisoner data to RRB in accordance with Appendices A through C.

V. Procedures for Individualized Notice

A. Applicants

RRB and SSA will notify all individuals who apply for benefits for their respective programs that both agencies conduct matching programs. RRB's and SSA's notices consist of appropriate language printed on their application forms or a separate handout with appropriate language when necessary.

B. Beneficiaries/Annuitants

RRB and SSA will provide subsequent notices to their respective retirees, annuitants, beneficiaries, or recipients as required. RRB's and SSA's notice will consist of a notice of this matching program in the Fed. Reg. followed by periodic mailings by each agency to the retirees, annuitants, beneficiaries, and recipients under the programs administered by the respective agencies. The periodic notices will include a description of the matching activities of the respective agencies. Separate appendices to this agreement describe the procedures for verification and individualized notice affording an opportunity to contest match results.

VI. Procedures for Retention and Timely Destruction of Identifiable Records

As stated here and, as necessary, in appendices to this agreement, both SSA and RRB will retain the identifiable records received from the source agency only for 90 days or the period of time required for any processing related to the matching program and will then destroy the records unless the recipient agency must retain the information in individual file folders in order to meet evidentiary requirements. In the latter instance, SSA and RRB will retire identifiable records in accordance with the Federal Records Retention Schedule (44 U.S.C. § 3303a).

Neither RRB nor SSA will create a separate file or system of records comprised solely of the data provided in this matching program.

VII. Security Procedures

SSA and RRB will comply with the requirements of the Federal Information Security Management Act (FISMA), 44 U.S.C. Chapter 35, Subchapter II, as amended by the Federal Information Security Modernization Act of 2014 (Pub. L. 113-283); related OMB circulars and memoranda, such as Circular A-130, *Managing Information as a Strategic Resource* (July 28, 2016); and Memorandum M-17-12 *Preparing for and Responding to a Breach of Personally Identifiable Information* (January 3, 2017); National Institute of Standards and Technology (NIST) directives; and the Federal Acquisition Regulations, including any applicable amendments published after the effective date of this agreement. These laws, directives, and regulations include requirements for safeguarding Federal information systems and personally identifiable information (PII) used in Federal agency business processes, as well as related reporting requirements. Both agencies recognize, and will implement, the laws, regulations, NIST standards, and OMB directives including those published subsequent to the effective date of this agreement.

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

A. Loss Reporting

If either SSA or RRB experiences an incident involving the loss or breach of PII provided by SSA or RRB under the terms of this agreement, they will follow the incident reporting guidelines issued by OMB. In the event of a reportable incident under OMB guidance involving PII, the agency experiencing the incident is responsible for following its established procedures, including notification to the proper organizations (e.g., United States Computer Emergency Readiness Team and the agency's privacy office). In addition, the agency experiencing the incident (e.g., electronic or paper) will notify the other agency's Systems Security Contact named in this agreement. If RRB 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), RRB will call SSA's National Network Service Center toll free at 1-877-697-4889. If SSA is unable to speak with RRB's Systems Security Contact within one hour, SSA will contact Jerry L. Gilbert, Chief Information Security Officer (CISO) for RRB computer system at 312-751-3365 or cell 312-505-3604. ⁶

B. Breach Notification

SSA and RRB will follow PII breach notification policies and related procedures issued by OMB. If the agency that experienced the breach determines that the risk of harm requires notification to affected individuals or other remedies, that agency will carry out these remedies without cost to the other agency.

C. Administrative Safeguards

SSA and RRB will restrict access to the data matched and to any data created by the match to only those authorized users, e.g., employees and contractors, who need it to perform their official duties in connection with the uses of the data authorized in this agreement. Further, SSA and RRB will advise all personnel who have access to the data matched and to any data created by the match of the confidential nature of the data, the safeguards required to protect the data, and the civil and criminal sanctions for noncompliance contained in the applicable Federal laws.

D. Physical Safeguards

SSA and RRB will store the data matched and any data created by the match in an area that is physically and technologically secure from access by unauthorized persons at all times (e.g., door locks, card keys, biometric identifiers, etc.). Only authorized personnel will transport the data matched and any data created by the match. SSA and RRB will establish appropriate safeguards for such data, as determined by a risk-based assessment of the circumstances involved.

E. Technical Safeguards

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

F. Application of Policies and Procedures

SSA and RRB 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 RRB will comply with these guidelines and any subsequent revisions.

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G. Security Assessments

The National Institute of Standards and Technology (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.

H. Tax Information

RRB will comply with all Federal Safeguards Requirements pursuant to IRC § 6103(p)(4) and as required by IRS, including those described in IRS Publication 1075, *Tax Information Security Guidelines for Federal, State and Local Agencies and Entities*, available at <http://www.irs.gov>.

If RRB does not have a currently approved Safeguard Procedures Report (SPR), RRB will submit a new SPR to the Internal Revenue Service's Office of Safeguards detailing how all data received from SSA is processed and protected from unauthorized disclosure within 45 days from the execution of this agreement.

VIII. Records Usage, Duplication, and Redisclosure Restrictions

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

- A. SSA and RRB understand that each file provided will remain the property of the source agency and will be destroyed when the process of matching the data with the source agency's records is completed, except as provided in Article VI of this agreement;
- B. SSA and RRB will use and access the data only for the purpose described in the agreement;
- C. SSA and RRB will not use the data extract information for any purpose not specified by this agreement;

- D. SSA and RRB will not duplicate or disseminate within or outside their respective agencies without the written authority of the other agency, except as required by Federal law. Neither agency will give such permission unless the law requires disclosure or the disclosure is essential to the matching program. For such permission, the agency requesting permission must specify in writing what data they are requesting be duplicated or disseminated and to whom, and the reasons that justify such duplication or dissemination;
- E. SSA and RRB will train all personnel with access to the original or derived information accessed via System to System Access (STSA) on the confidential nature of the information, the safeguards required to protect the information, and the civil and criminal sanctions for violating the confidentiality provisions contained in applicable Federal laws. SSA and RRB will conduct an orientation program for all employees who receive access to or have contact with the data secured via STSA.

IX. Comptroller General Access

The Government Accountability Office (Comptroller General) may have access to all RRB and SSA data, as necessary, in order to verify compliance with this agreement.

X. Reimbursement

SSA will provide the information detailed in Appendices A through C at no cost to RRB because RRB needs this information to administer Title II program responsibilities on SSA's behalf under the RRA. RRB will provide the information detailed in Appendix D at no cost to SSA. Due to the nominal costs of services associated with providing data to SSA under the terms of Appendix D, RRB waives recovery of the costs pursuant to the Economy Act (31 U.S.C. § 1535).

Nothing contained herein will be construed to violate the Anti-Deficiency Act (31 U.S.C. § 1341; by obligating the parties to any expenditure or obligation of funds in excess or in advance of appropriations.

RRB and SSA may make cost adjustments in the future with regard to the data exchange operation in Appendix D, so that RRB does not bear a disproportionate share of the costs. RRB and SSA may make such adjustments by means of a reimbursable agreement between the parties.

XI. Duration, Modification, and Termination

A. Effective Date

The effective date of this agreement is January 20, 2021, provided that RRB reported the proposal to re-establish this matching program to the Congressional committees of jurisdiction and OMB in accordance with 5 U.S.C. § 552a(o)(2)(A)

and OMB Circular A-108 (December 23, 2016), and RRB published notice of the matching program in the Fed. Reg. in accordance with 5 U.S.C. § 552a(e)(12).⁹

B. Duration

This agreement will be in effect for a period of 18 months.

C. Renewal

The Data Integrity Boards (DIB) of RRB 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 RRB and SSA can certify to their DIB that:

1. The matching program will be conducted without change; and
2. RRB and SSA have conducted the matching program in compliance with the original agreement.

If either agency does not want to continue this program, it must notify the other agency of its intention not to continue at least 90 days before the end of the then-current period of the agreement.

D. Modification

The parties may modify this agreement at any time by a written modification, agreed to by both parties and approved by the DIB of each agency.

E. Termination

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

SSA and RRB may immediately and unilaterally suspend the data flow under this agreement or terminate this agreement if SSA or RRB:

1. Determines that either party has used or disclosed the information in an unauthorized manner;
2. Determines that either party has violated or failed to follow the terms of the agreement; or

3. Has reason to believe that either party breached the terms for security of data. If either party suspends the data flow in accordance with this subsection, the parties will suspend the data until it makes a final determination of a breach.

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XII. Disclaimer

SSA and RRB will not be liable for any damages or loss resulting from errors in information provided under this agreement. SSA and RRB are not liable for damages or loss resulting from the destruction of any materials or data provided by under the agreement. All information furnished under this agreement is subject to the limitations and qualifications, if any, transmitted with such information.

The performance or delivery by SSA and RRB of the goods and/or services described herein and the timeliness of said delivery are authorized only to the extent that they are consistent with proper performance of the official duties and obligations of SSA and RRB and the relative importance of this request to others. If for any reason SSA or RRB delays or fails to provide services, or discontinues the services or any part thereof, SSA and RRB are not liable for any damages or loss resulting from such delay or for any such failure or discontinuance.

XIII. Integration Clause

This agreement, Appendices A through D, and Exhibits 1 through 13 constitute the entire agreement of the parties with respect to its subject matter and supersede all other data exchange agreements between the parties that pertain to the disclosure of the data specified and for the purposes described in this agreement. There have been no representations, warranties, or promises made outside of this agreement. This agreement will take precedence over any other documents that may be in conflict with it.

XIV. Persons to Contact

A. The RRB contacts are:

Matching Programs

Shauna Eubanks, Systems Analyst
Office of Programs-Policy and Systems
844 North Rush Street
Chicago, IL 60611-2092
Telephone: (312) 751-4551/Fax: (312) 751-4650
Email: shauna.eubanks@rrb.gov

Computer Systems Issues

Lavette Fargo, Supervisory Analyst
Office of Programs-Policy and Systems
844 North Rush Street
Chicago, IL 60611-2092
Telephone: (312) 751-4617/Fax: (312) 751-4650
Email: lavette.fargo@rrb.gov

Information Security Issues

Jerry L. Gilbert, Chief Information Security Officer
Bureau of Information Services
844 North Rush Street
Chicago, IL 60611-2092
Telephone: (312) 751-3365/Fax: (312) 751-4650
Cellular Telephone: (312) 505-3604
Email: jerry.gilbert@rrb.gov

B. The SSA contacts are:

Matching Programs

Kim Cromwell, Government Information Specialist
Office of the General Counsel
Office of Privacy and Disclosure
Social Security Administration
6401 Security Boulevard, G-401 WHR Building
Baltimore, MD 21235
Telephone: (410) 966-1392/Fax: (410) 594-0115
Email: kim.cromwell@ssa.gov

Systems Operations

Robin Ott, Division Director
OBIS/DSDRQ
Benefit Information Systems
Office of Systems
Social Security Administration
6401 Security Boulevard, 4313 Robert M. Ball Building
Baltimore, MD 21235
Telephone: (410) 965-1828/Fax: (410) 597-1142
Email: robin.ott@ssa.gov

Information Security Issues

Jennifer Rutz, Director
Office of Information Security
Division of Compliance and Assessments
Social Security Administration
Suite 3383 Perimeter East Building, 6201 Security Boulevard
Baltimore, MD 21235
Telephone: (410) 966-8253
Email: jennifer.rutz@ssa.gov

Project Coordinator

Gary Paige
Office of Data Exchange and International Agreements
Office of Data Exchange, Policy Publications, and International Negotiations
Social Security Administration
6401 Security Boulevard, 4-C-9-E Annex Building
Baltimore, MD 21235
Telephone: (410) 966-3715
Email: gary.paige@ssa.gov

XV. Signatures of Authorized Officials

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this agreement.

Electronic Signature Acknowledgement: The signatories may sign this document electronically by using an approved electronic signature process. 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.

THE SOCIAL SECURITY ADMINISTRATION

Mary Ann Zimmerman

Mary Ann Zimmerman
Deputy Executive Director
Office of Privacy and Disclosure
Office of the General Counsel

Date June 17, 2020

Matthew Ramsey

Digitally signed by Matthew
Ramsey
Date: 2020.08.13 15:13:49 -04'00'

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

Date _____

THE RAILROAD RETIREMENT BOARD

KIMBERLY PRICE

Digitally signed by KIMBERLY PRICE
DN: c=US, o=U.S. Government, ou=Railroad
Retirement Board, cn=KIMBERLY PRICE,
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Date: 2020.06.19 06:40:31 -05'00'

Kimberly Price
Director of Policy and Systems

Date _____

**TERRYNE
MURPHY**

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MURPHY
Date: 2020.08.11 06:53:00
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Terryne F. Murphy, Chairman
Data Integrity Board
Railroad Retirement Board

Date _____

Attachments:

Appendices A through C – RRB recipient operations

Appendix D – SSA recipient operations

Exhibits 1 through 13 – Data Elements

APPENDIX A

1. Purpose

SSA will match a list of RRB applicants with SSA's records of wages, self-employment, and benefit information. This information is essential to RRB for computing the amount of the RR annuities under a program that provides social insurance benefits to eligible railroad retirees.

2. Justification and Anticipated Results

A. Justification

Data exchange under this matching program is necessary for RRB to properly compute the amount of RR annuities payable to individuals covered by both the RRA and the Act to avoid paying duplicate benefits based on the same Social Security wage credits. SSA and RRB have determined that computer matching is the most efficient, economical, and comprehensive method of collecting, comparing, and transferring this information. No other administrative activity can efficiently accomplish this purpose.

B. Anticipated Results

In accordance with OMB's guidance dated June 19, 1989 (Fed. Reg., Vol. 54, No. 116, page 25828), the DIB of SSA and RRB have determined that a cost-benefit analysis is not required for this matching program. Because matching is done for a variety of reasons, not all matching programs are appropriate candidates for cost benefit analysis. The matching program between SSA and RRB are just such matches. This data exchange is mainly to assure the effective administration of the two benefit programs. This matching program is the best available means of carrying out the exchange of data needed to maintain the integrity of the proper payment of benefits amounts of both programs. In approving this agreement, the DIBs of SSA and RRB agree to waive the cost. In approving this agreement, the DIBs of SSA and RRB agree to waive the cost-benefit analysis pursuant to their authority at 5 U.S.C. § 552a(u)(4)(B).

3. Description of the Records to be Matched

A. Systems of Records

SSA will compare the RRB records to the following SSA systems of records: Earnings Recording and Self-Employment Income System (MEF) 60-0059, last fully published at 71 Fed. Reg. 1819 on January 11, 2006, and updated on July 5, 2013 (78 Fed. Reg. 40542) and November 1, 2018 (83 Fed. Reg. 54969; MBR 60-0090, last fully published at 71 Fed. Reg. 1826 on January 11, 2006, and updated on December 10, 2007 (72 Fed. Reg. 69723), July 5, 2013 (78 Fed. Reg. 40542), July 3, 2018 (83 Fed. Reg. 31250-

31251), and November 1, 2018 (83 Fed. Reg. 54969); Master Files of Social Security Number (SSN) Holders and SSN Applications (the Enumeration System) 60-0058, last fully published at 75 Fed. Reg. 82121 on December 29, 2010, and updated on July 5, 2013 (78 Fed. Reg. 40542), February 13, 2014 (79 Fed. Reg. 8780), July 3, 2018 (83 Fed. Reg. 31250-31251), and November 1, 2018 (83 Fed. Reg. 54969); and Supplemental Security Income Record and Special Veterans Benefits 60-0103, last fully published at 71 Fed. Reg. 1830 on January 11, 2006, and updated on December 10, 2007 (72 Fed. Reg. 69723), July 3, 2018 (83 Fed. Reg. 31250-31251), and November 1, 2018 (83 Fed. Reg. 54969). SSA will disclose information from the Prisoner Update Processing System (PUPS) 60-0269, last fully published at 64 Fed. Reg. 11076 on March 8, 1999, and updated on December 10, 2007 (72 Fed. Reg. 69723), July 5, 2013 (78 Fed. Reg. 40542), and November 1, 2018 (83 Fed. Reg. 54969) to RRB. The information in this system of records may be updated during the effective period of this agreement as required by the Privacy Act. RRB will disclose the necessary identifying data from the RRB system of records, RRB-22, Railroad Retirement, Survivor, and Pensioner Benefit System, last published at 80 Fed. Reg. 28018 on May 15, 2015.

B. Number of Records Involved

This exchange involves approximately 500 records per day, except for the instances when the volume increases to approximately 10,000 to 85,000 records per day, to support a mass recalculation of annuity amounts. SSA and RRB must schedule and agree upon these exceptions.

C. Specified Data Elements Used in the Match

See the list of data elements attached to this appendix and referred to as "ICETEA," "ICREP," "OUTWTPY," "GECALC," "ECRUT," and "NUMIDENT" at Exhibit 1 and Exhibits 6 through 8.

For Prisoner Query, RRB will provide SSA with name, SSN, and date of birth for those individuals whom RRB requests information from PUPS. See the list of data elements through the State Verification and Exchange System (SVES) document attached to this agreement and referred to as "Prisoner Record Layout" at Exhibit 9.

RRB also requests earnings information from SVES. SVES completes the SSN verification and, then, passes the verified numbers to earnings for processing.

D. Starting and Completion Dates

SSA and RRB will exchange data daily throughout the life of this agreement.

4. Verification and Opportunity to Contest

A. Verification Procedures

RRB will take no adverse action regarding individuals identified through the matching¹⁸ process solely based on information that RRB obtains from the match. RRB will contact the beneficiary or annuitant to verify the matching results in accordance with the requirements of the Privacy Act and applicable OMB guidelines.

The affected individual will have an opportunity to contest the accuracy of the information provided by SSA. RRB will consider the information SSA provided as accurate if the affected individual does not protest within 30 days after he or she receives notice of the proposed adverse action. RRB will advise the individual that failure to respond within 30 days will provide a valid basis for RRB to assume that the information SSA provided is correct.

B. Opportunity to Contest

Before taking any adverse action based on the information received from the match, RRB will provide all beneficiaries or annuitants from whom RRB decides such adverse action is necessary with the following information:

1. RRB has received information from SSA that indicates that an adverse action affecting the individual's payment is necessary;
2. The effective date of any proposed annuity adjustment;
3. The individual has 30 days to contest the adverse decision; and
4. Unless the individual responds to contest the proposed adverse action in the required 30-day time period, RRB will conclude that the information provided by SSA is correct, and will make the necessary adjustment to the individual's payment.

RRB must independently verify the prisoner data before any adverse action against an individual.

5. Accuracy Assessments

The RRB match with SSA's records of wages, benefit, and prisoner information consists of key identification data, of which the major identifier is the SSN. The SSA Enumeration System database (the Master Files of SSN holders and SSN Applications system) used for SSN matching is 100 percent accurate based on SSA's Office of Quality Review "FY 2018 Enumeration Accuracy Review Report (April 2019)." SSA records are virtually 100 percent accurate when they are created. Other data exchanges using the SSA wages and benefit information and RRB records indicate that the records are virtually 100 percent accurate. The prisoner information does not have a high degree of accuracy.

1. Purpose

SSA will certify to RRB the amount of certain Social Security benefits. RRB, acting on behalf of SSA, pays those benefits under the applicable eligibility requirements of a social insurance program designed for certain railroad retirees.

2. Justification and Anticipated Results

A. Justification

Data exchange under this matching program is necessary for RRB to make adjustments based on receipt of a Social Security benefit, to certain annuities paid by RRB, and to pay certain Social Security benefits as required by the above-cited legal authority. SSA and RRB have determined that computer matching is the most efficient, economical, and comprehensive method of collecting, comparing, and transferring this information. No other administrative activity can efficiently accomplish this purpose.

B. Anticipated Results

In accordance with the OMB's guidance dated June 19, 1989 (Fed. Reg., Vol. 54, No. 116, page 25828), the DIB of SSA and RRB have determined that a cost-benefit analysis is not required for this matching program. Because matching is done for a variety of reasons, not all matching programs are appropriate candidates for cost benefit analysis. The matching program between SSA and RRB are just such matches. This data exchange is mainly to assure the effective administration of the two benefit programs. This matching program is the best available means of carrying out the exchange of data needed to maintain the integrity of the proper payment of benefits amounts of both programs. In approving this agreement, the DIBs of SSA and RRB agree to waive the cost-benefit analysis pursuant to their authority at 5 U.S.C. § 552a(u)(4)(B).

3. Description of the Records to be Matched

A. Systems of Records

SSA will transmit data from its MBR 60-0090, last fully published at 71 Fed. Reg. 1826 on January 11, 2006, and updated on December 10, 2007 (72 Fed. Reg. 69723), and July 5, 2013 (78 Fed. Reg. 40542), July 3, 2018 (83 Fed. Reg. 31250-31251), and November 1, 2018 (83 Fed. Reg. 54969). The information in this system of records may be updated during the effective period of this agreement as required by the Privacy Act. RRB will compare this information to its system of records, RRB-22, Railroad Retirement, Survivor, and Pensioner Benefit System, last published at 80 Fed. Reg. 28018 on May 15, 2015.

B. Number of Records Involved

This exchange involves approximately 65,000 records per year.

C. Specified Data Elements Used in the Match

See the attached list of data elements referred to as "PRCORACE" at Exhibit 2 and "JADE" at Exhibit 4.

D. Starting and Completion Dates

SSA and RRB will exchange data daily throughout the life of this agreement.

4. **Verification and Opportunity to Contest**

A. Verification Procedures

RRB will take no adverse action regarding individuals identified through the matching process solely based on information that RRB obtains from the match. RRB will contact the beneficiary or annuitant to verify the matching results in accordance with the requirements of the Privacy Act and applicable OMB guidelines.

The affected individual will have an opportunity to contest the accuracy of the information provided by SSA. RRB will consider the information SSA provided as accurate if the affected individual does not protest within 30 days after he or she receives notice of the proposed adverse action. RRB will advise the individual that failure to respond within 30 days will provide a valid basis for RRB to assume that the information SSA provided is correct.

B. Opportunity to Contest

Before taking any adverse action based on the information received from the match, RRB will provide all beneficiaries or annuitants from whom RRB decides such adverse action is necessary with the following information:

1. RRB has received information from SSA that indicates that an adverse action affecting the individual's payment is necessary;
2. The effective date of any proposed annuity adjustment;
3. The individual has 30 days to contest the adverse decision; and
4. Unless the individual responds to contest the proposed adverse action in the required 30-day time period, RRB will conclude that the information provided by SSA is correct, and will make the necessary adjustment to the individual's payment.

5. Accuracy Assessments

Previous matches of SSA payment data with the RRB annuity file indicate that the match of the annuity file is 98 percent accurate. The RRB match with SSA's payment records consists of key identification data, of which the major identifier is the SSN. SSA records are virtually 98 percent accurate when they are created. Other data exchanges using the SSA certification of Title II payments and RRB records indicate that the records are virtually 98 percent accurate.

APPENDIX C

1. Purpose

Upon request, SSA will compile a file of information contained in the MBR of records earmarked for RRB involvement or for RRB jurisdiction for Medicare. SSA will provide certain Social Security benefit information to RRB. This information is essential to computing the amount of RR annuities after a Social Security cost-of-living increase affecting railroad retirement beneficiaries covered by the retirement programs administered by RRB.

2. Justification and Anticipated Results**A. Justification**

Data exchange under this matching program is necessary for RRB to compute the amount of a RR annuity payable to an individual covered by both the RRA and the Act. SSA and RRB have determined that computer matching is the most efficient, economical, and comprehensive method of collecting, comparing, and transferring this information. No other administrative activity can efficiently accomplish this purpose.

B. Anticipated Results

In accordance with OMB's guidance dated June 19, 1989 (Fed. Reg., Vol. 54, No. 116, page 25828), the DIB of SSA and RRB have determined that a cost-benefit analysis is not required for this matching program. Because matching is done for a variety of reasons, not all matching programs are appropriate candidates for cost benefit analysis. The matching program between SSA and RRB are just such matches. This data exchange is mainly to assure the effective administration of the two benefit programs. This matching program is the best available means of carrying out the exchange of data needed to maintain the integrity of the proper payment of benefits amounts of both programs. In approving this agreement, the DIBs of SSA and RRB agree to waive the cost-benefit analysis pursuant to their authority at 5 U.S.C. § 552a(u)(4)(B).

3. Description of the Records to be Matched**A. Systems of Records**

SSA will transmit information from its MBR 60-0090, last fully published at 71 Fed. Reg. 1826 on January 11, 2006, and updated on December 10, 2007 (72 Fed. Reg. 69723), July 5, 2013 (78 Fed. Reg. 40542), July 3, 2018 (83 Fed. Reg. 31250-31251), and November 1, 2018 (83 Fed. Reg. 54969). The information in this system of records may be updated during the effective period of this agreement as required by the Privacy Act. RRB will compare this information to its system of records, RRB-22, Railroad

B. Number of Records Involved

This exchange involves approximately 1.2 million records.

C. Specified Data Elements Used in the Match

See the list of data elements attached to this appendix and referred to as "CSRRSKEL" at Exhibit 3.

D. Starting and Completion Dates

SSA will provide data once a year in November throughout the life of this agreement.

4. Verification and Opportunity to Contest

A. Verification Procedures

RRB will take no adverse action regarding individuals identified through the matching process solely based on information that RRB obtains from the match. RRB will contact the beneficiary or annuitant to verify the matching results in accordance with the requirements of the Privacy Act and applicable OMB guidelines.

The affected individual will have an opportunity to contest the accuracy of the information provided by SSA. RRB will consider the information SSA provided as accurate if the affected individual does not protest within 30 days after he or she receives notice of the proposed adverse action. RRB will advise the individual that failure to respond within 30 days will provide a valid basis for RRB to assume that the information SSA provided is correct.

B. Opportunity to Contest

Before taking any adverse action based on the information received from the match, RRB will provide all beneficiaries or annuitants from whom RRB decides such adverse action is necessary with the following information:

1. RRB has received information from SSA that indicates that an adverse action affecting the individual's payment is necessary;
2. The effective date of any proposed annuity adjustment;
3. The individual has 30 days to contest the adverse decision; and
4. Unless the individual responds to contest the proposed adverse action in the required

30-day time period, RRB will conclude that the information provided by SSA is correct, and will make the necessary adjustment to the individual's payment.

An individual who disagrees with the amount of that annuity may request that the annuity amount be reviewed through the RRB's normal administrative procedures.

5. Accuracy Assessments

Previous matches of SSA payment data with the RRB annuity file indicate that the match of the annuity file is 98 percent accurate. The RRB match with SSA's payment records consists of key identification data, of which the major identifier is the SSN. SSA records are virtually 98 percent accurate when they are created. Other data exchanges using the SSA certification of Title II payments and RRB records indicate that the records are virtually 98 percent accurate.

APPENDIX D

1. Purpose

The purpose of this appendix is to establish the conditions, safeguards, and procedures under which RRB will disclose earnings and benefit status information to SSA. SSA will use the RRB records to match RRB's earnings records with SSA's earnings records, and MBR of RSDI beneficiaries. SSA will use the data to establish eligibility for Social Security benefits and to determine the benefit amounts payable by SSA to certain eligible recipients under the RSDI programs, which are social insurance programs administered by SSA.

2. Justification and Anticipated Results

A. Justification

The matching program is necessary for SSA to determine Social Security benefits payable to number holders under section 18 of the RRA. SSA and RRB have determined that computer matching is the most efficient, economical, and comprehensive method of collecting, comparing, and transferring this information. No other administrative activity can efficiently accomplish this purpose.

B. Anticipated Results

In accordance with OMB's guidance dated June 19, 1989 (Fed. Reg., Vol. 54, No. 116, page 25828), the DIB of SSA and RRB have determined that a cost-benefit analysis is not required for this matching program. Because matching is done for a variety of reasons, not all matching programs are appropriate candidates for cost benefit analysis. The matching program between SSA and RRB are just such matches. This data exchange is mainly to assure the effective administration of the two benefit programs. This matching program is the best available means of carrying out the exchange of data needed to maintain the integrity of the proper payment of benefits amounts of both programs. In approving this agreement, the DIBs of SSA and RRB agree to waive the cost-benefit analysis pursuant to their authority at 5 U.S.C. § 552a(u)(4)(B).

3. Description of the Records to be Matched

A. Systems of Records

RRB will disclose the necessary identification and earnings information from the Service and Compensation Record (SCORE) for the weekly data exchange. See the attached list of records referred to as "OSRRBWR," (Notification of Railroad Employee Activity file) "SCWEEK," (Service and Compensation Weekly file), "Q File" (RRB non-earnings transaction file), "SCWEKF" (Service and Compensation Weekly Error file), and

“PSRRB” at Exhibit 5, ENTRY-Q at Exhibit 8. The Fed. Reg. designation for the SCORE file is RRB-5 Master File of Creditable Service and Compensation of Railroad Employees, last published at 79 Fed. Reg. 58877 on September 30, 2014. SSA will compare the identifying information from RRB records with information from the MBR, 60-0090, last fully published at 71 Fed. Reg. 1826 on January 11, 2006, and updated on December 10, 2007 (72 Fed. Reg. 69723), July 5, 2013 (78 Fed. Reg. 40542), July 3, 2018 (83 Fed. Reg. 31250-31251), and November 1, 2018 (83 Fed. Reg. 54969); and the Earnings Recording and Self-Employment Income System (MEF), 60-0059, last fully published at 71 Fed. Reg. 1819 on January 11, 2006 and updated on July 5, 2013 (78 Fed. Reg. 40542) and November 1, 2018 (83 Fed. Reg. 54969). SSA will use the railroad earnings data in the AERO. The information in this system of records may be updated during the effective period of this agreement as required by the Privacy Act.

B. Number of Records Involved

Weekly, RRB will provide an electronic file variable from 500 to 300,000 of railroad earnings records with activity to SSA. In addition, RRB will provide a daily file of approximately 100 railroad earnings records to SSA.

C. Specified Data Elements Used in the Match

RRB's files will contain the same identifiers as the SSA records. On a daily basis, RRB will furnish SSA with the following RRB data:

- SSN;
- First Name;
- Middle Initial;
- Surname;
- Date of Birth;
- Sex;
- Railroad Earnings for the Worker;
- Railroad Service Months;
- Residual Election;
- Railroad Claim Number;
- Railroad Status Code;
- Type of Railroad Beneficiary; and
- Survivor Jurisdiction Determination.

1. The daily RRB data will be matched against the SSN, name, date of birth, and sex on the Claims Control operation. If there is a match of the identifying information, SSA will use the RRB earnings in the claims process to determine eligibility and the benefits payable. SSA will use the Railroad Claim Number and the Railroad Status Code to identify cases where SSA may be erroneously paying survivor benefits in a RRB jurisdiction case. Such cases are investigated and SSA provides full notice and appeal rights in the case of any beneficiary facing potential adverse benefit action.
2. The electronic file provided weekly by RRB will contain the SSN, name, date of birth, sex, earnings data for the preceding years, residual election, service months, and type of railroad beneficiary.
3. The weekly RRB data will be matched against the SSN, name, date of birth, and sex on SSA's MBR and the MEF. If there is a match of the identifying information, SSA will use the RRB earnings data in the AERO process to reexamine the PIA of the NH. The railroad earnings will be added to the MEF. The Residual Election Code will also be added to the MEF. If the residual has been paid, SSA cannot use the railroad wage credits to pay survivor benefits.

See the list of data elements attached to this appendix and referred to as "JURIS/DRAMS," "AXPAM," "Mass Earmarking File," and "Q-File" at Exhibits 10 through 13.

D. Starting and Completion Dates

RRB and SSA will conduct the weekly and daily exchanges throughout the life of this agreement.

4. **Verification and Opportunity to Contest**

A. Verification Procedures

SSA will take no adverse action regarding individuals identified through the matching process solely based on information that SSA obtains from the match. SSA will contact the beneficiary to verify the matching results in accordance with the requirements of the Privacy Act and applicable OMB guidelines.

The affected individual will have an opportunity to contest the accuracy of the information provided by RRB. SSA will consider the information RRB provided as accurate if the affected individual does not protest within 30 days after he or she receives notice of the proposed adverse action. SSA will advise the individual that failure to respond within 30 days will provide a valid basis for SSA to assume that the information RRB provided is correct.

B. Opportunity to Protest

Before taking any adverse action based on the information received from the match, SSA will provide all beneficiaries or annuitants from whom SSA decides such adverse action is necessary with the following information:

1. SSA has received information from RRB that indicates that an adverse action affecting the individual's payment is necessary;
2. The effective date of any adjustment or overpayment that may result;
3. The individual has 30 days to contest the adverse decision; and
4. Unless the individual responds to contest the proposed adverse action in the required 30-day time period, SSA will conclude that the information provided by RRB is correct, and will make the necessary adjustment to the individual's payment.

5. **Procedures for Retention**

As a result of this matching program, any changes made to a beneficiary's earnings record will be permanently retained on the MEF. As a result of the daily data exchange, any benefit status information will be retained on the MBR, and earnings data will be retained in the individual file folders as evidence of the individual's earnings.

6. **Accuracy Assessments**

Data exchanges using the MBR and MEF files and RRB records indicate that the records are 98 percent accurate when they are created. Previous matches indicate that the SSNs on RRB records are 99 percent accurate.