

**COMPUTER MATCHING AGREEMENT  
BETWEEN  
THE SOCIAL SECURITY ADMINISTRATION  
AND  
THE DEPARTMENT OF LABOR  
FOR  
PART C BLACK LUNG BENEFIT DATA**

Effective: November 25, 2014

Expiration: May 24, 2016

Match #1003

**I. Purpose**

This computer matching agreement establishes the terms, conditions, and safeguards under which the Department of Labor (DOL) will disclose the DOL administered Part C Black Lung (BL) benefit data to the Social Security Administration (SSA). SSA will match DOL's Part C BL data with SSA's records of persons receiving Social Security disability benefits to verify that Part C BL beneficiaries are receiving the correct amount of Social Security disability benefits.

**II. Legal Authority**

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

The legal authority for this agreement is section 224(h)(1) of the Social Security Act (Act), 42 U.S.C. § 424a(h)(1). This legal authority requires any Federal agency to provide SSA with information in its possession that SSA may require for making a timely determination of the amount of reduction required under section 224 of the Act for workers' compensation offset.

**III. Responsibilities of the Parties**

**A. SSA's Responsibilities**

1. SSA will match the Master Beneficiary Record (MBR), which contains all data pertinent to payments to Social Security disability beneficiaries, with an extract from DOL's Office of Workers' Compensation Programs (OWCP), BL Benefit Payments file, to verify that Part C BL beneficiaries are receiving the correct amount of Social Security disability benefits.
2. SSA will notify all individuals who apply for Social Security disability benefits that SSA will conduct matching programs and that information the individual gives to SSA will be subject to verification through matching programs.
3. SSA will publish the Privacy Act notice of this matching program in the Federal Register.

## B. DOL's Responsibilities

1. DOL will provide to SSA an extract file containing each Part C BL beneficiary's Social Security number (SSN), name, date of birth, date of entitlement, payment status, current benefit amount, and effective date of the current benefit amount. DOL will provide the extract file to SSA each month in a format defined by SSA via the SSA website using SSA-supplied login credentials. DOL will comply with SSA policies governing login credentials.
2. DOL will notify all individuals who apply for Part C BL benefits that DOL will conduct matching programs and that information the applicant gives to DOL will be subject to verification through matching programs.
3. The DOL component responsible for this matching program is the Office of Workers' Compensation Programs, Division of Coal Mine Workers' Compensation (DCMWC).

## IV. **Justification and Anticipated Results**

### A. Justification

Data exchange under this matching program is necessary for DOL and SSA to determine the accuracy of Social Security disability benefit payments made to Part C BL beneficiaries. Section 224(h)(1) of the Act requires DOL to furnish SSA with any information SSA needs to carry out the Act's workers' compensation offset provision. DOL and SSA will use computer technology to transfer the data because it is more economical, more efficient, and faster than using manual processes. Computer matching is believed to be the most efficient and comprehensive method of collecting and comparing this data.

### B. Anticipated Results

According to SSA's Office of Data Exchange and Policy Publications' cost benefit analysis report for fiscal year (FY) 2013 (attachment), SSA estimates that the net benefit of this matching program is \$295,767. The benefit to cost ratio is 4.2 to 1. The benefits of this match would likely be higher if all Category 1 alerts from FY 2013 were developed.

## V. **Description of Matched Records**

### A. Systems of Records

SSA will match the MBR, SSA/ORSIS (60-0090) last published on January 11, 2006 (71 FR 1826), which contains all data pertinent to payments made to Social Security disability beneficiaries, with an extract from DOL's Office of Workers' Compensation Programs, BL Benefit Payments file, DOL/ESA-30. Both agencies have published the appropriate routine uses to permit the disclosures necessary to conduct this match.

#### B. Number of Records

DOL's monthly extract file will contain the necessary identifying and payment information for approximately 23,000 beneficiaries, all miners under age 65 entitled to receive Part C BL payments. SSA will match these DOL records against the MBR.

#### C. Specified Data Elements

DOL's monthly extract file will contain each Part C BL beneficiary's SSN, name, date of birth, date of entitlement, payment status, current benefit amount, and effective date of the current benefit amount. SSA will determine which of the beneficiaries are receiving Social Security disability benefits and match the DOL data against the SSN, type of action code, and offset type for those beneficiaries in SSA's MBR.

### **VI. Accuracy Assessments**

Previous matches with the same files indicate that the SSNs on DOL records are at least 99 percent accurate. The DOL data is virtually 100 percent accurate at the time of creation. SSA estimates that at least 99 percent of the name and SSN information on the MBR is accurate based on SSA's internal consistency checks and the name/SSN verification procedures it uses before creating a payment record.

### **VII. Procedures for Individualized Notice**

#### A. Applicants

Both DOL and SSA will notify all applicants for benefits in their respective programs that the agencies will conduct matching programs, and that information the applicant gives to the agencies will be subject to verification through matching programs.

Both DOL's and SSA's notices will consist of appropriate language printed on application forms or separate handouts, when necessary.

#### B. Beneficiaries

DOL will provide subsequent notices by annual mailings to affected beneficiaries describing DOL's matching activities.

SSA will provide subsequent notices in periodic SSA mailings to all beneficiaries describing SSA's matching activities.

#### C. Federal Register Notice

In addition to the direct notice procedure, SSA will publish notice of this matching program in the Federal Register.

## **VIII. Verification Procedure and Opportunity to Contest**

### **A. Verification Procedures**

SSA will take no adverse action regarding Social Security disability beneficiaries identified through the matching process solely based on information obtained through this match. SSA will contact the beneficiary to develop necessary evidence to verify the match results.

The affected individual will have an opportunity to contest the accuracy of the information provided by SSA. SSA will consider the information DOL 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 SSA provided is correct.

### **B. Opportunity to Contest**

Before taking any adverse action based on the information received from the match, SSA will notify each beneficiary for whom SSA decides such adverse action is necessary (or, as applicable, to the auxiliary of the beneficiary) with the following information:

1. SSA has received information from DOL 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 beneficiary has 30 days to contest any adverse decision.
4. Unless the individual responds to contest the proposed adverse action in the required 30-day time period, SSA will assume that the data received from DOL is correct and make the necessary adjustment to the beneficiary's Social Security disability benefits.

## **IX. Procedures for Retention and Timely Destruction of Identifiable Records**

SSA will retain the electronic files received from DOL only for the period of time required for any processing related to the matching program and then will destroy all such data by electronic purging, unless SSA is required to retain the information in order to meet evidentiary requirements. In case of such retention for evidentiary purposes, SSA will retire the retained data in accordance with the applicable Federal Records Retention Schedule (44 U.S.C. § 3303a). SSA will not create permanent files or separate system comprised solely of the data provided by DOL.

## **X. Records Usage, Duplication, and Rediscovery Restrictions**

SSA and DOL 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:

1. SSA and DOL will use and access DOL's data files only for the purpose of the matching program.
2. SSA and DOL will not create a permanent separate file or system of records consisting solely of information concerning those beneficiaries who are involved in this specific match.
3. SSA and DOL will not duplicate or disseminate within or outside SSA the file DOL provides without the written authority of DOL. DOL will not give such authority unless such duplication or dissemination is required by law or is essential in conducting this matching program. In any such case, SSA must specify in writing what records it will disclose, to whom, and the reasons that justify such redisclosure.

## **XI. Security Procedures**

SSA and DOL will comply with the requirements of the Federal Information Security Management Act (FISMA), 44 U.S.C. §§ 3541-3549; related Office of Management and Budget (OMB) circulars and memoranda, such as Circular A-130, Management of Federal Information Resources (Nov. 28, 2000), and Memorandum M-06-16, Protection of Sensitive Agency Information (June 23, 2006); National Institute of Standards and Technology (NIST) directives; and the Federal Acquisition Regulations. 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 respective contractors and agents.

### **A. Loss Reporting**

If either SSA or DOL experiences a loss of PII provided by SSA or DOL under the terms of this agreement, they will follow the OMB loss reporting guidelines (OMB M-06-19, "Reporting Incidents Involving Personally Identifiable Information and Incorporating the Cost for Security into IT Investments"). In the event of an incident involving the loss or potential loss of PII, the agency experiencing the event is responsible for following its established procedures, including notification to the proper organizations (i.e., United States Computer Emergency Readiness Team). In addition, the agency experiencing the loss of PII will notify the other agency's Systems Security Contact named in this agreement. If DOL 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), DOL will call SSA's National Network Service Center toll free at 1-877-697-4889. If SSA is unable to speak with the DOL Systems Security Contact within one hour, SSA will contact DCMWC's

Deputy Information Security Officer at (301) 306-6693, and will send an email to [zzowcpsecurity@dol.gov](mailto:zzowcpsecurity@dol.gov).

#### B. Breach Notification

SSA and DOL will follow PII breach notification policies and related procedures as required by OMB M-07-16 (May 22, 2007). If the agency that experienced the breach determines that the risk of harm requires notification to affected beneficiaries or other remedies, that agency will carry out these remedies without cost to the other agency.

#### C. Administrative Safeguards

SSA and DOL will restrict access to the data matched and to any data created by the match to only those users, e.g. employees, contractors, etc., who need it to perform their official duties in connection with the uses of the data authorized in this agreement. Further, SSA and DOL 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 DOL 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 during duty hours as well as non-duty hours or when not in use (e.g., door locks, card keys, and biometric identifiers, etc.) Only authorized personnel will transport the data matched and any data created by the match. SSA and DOL will establish appropriate safeguards for such data, as determined by a risk-based assessment of the circumstances involved.

#### E. Technical Safeguards

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

#### F. Application of Policy and Procedures

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

#### G. Onsite Inspection

SSA and DOL have the right to monitor the other party's compliance with FISMA and OMB M-06-16 requirements and to make onsite inspections of the other party for purposes of auditing compliance, if necessary, during the lifetime of this agreement or of any extension of this agreement.

#### **XII. Comptroller General Access**

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

#### **XIII. Remote Terminal Access**

Neither SSA nor DOL will have remote terminal access to the databases of the other agency under this agreement.

#### **XIV. Reimbursement**

At this time, DOL has determined that the costs incurred by DOL to provide the information detailed in this agreement to SSA are nominal. Therefore, DOL will provide services at no cost to SSA. However, should DOL determine in the future that the cost of providing services is significant it may adjust reimbursement terms, by means of a reimbursable agreement between the two agencies.

#### **XV. Duration, Modification, and Termination**

##### A. Effective Date

The effective date of this agreement is November 25, 2014, provided that the following notice periods have lapsed: 30 days from the date SSA publishes a computer matching notice in the Federal Register; 40 days from the date of the matching program notice that is sent to the Congressional committees of jurisdiction under 5 U.S.C. § 552a(o)(2)(A); and 40 days from the date of the matching program notice that is sent to OMB.

##### B. Duration

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

##### C. Renewal

The Data Integrity Boards of DOL 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 DOL and SSA can certify to their Data Integrity Boards that:

1. The matching program will be conducted without change; and
2. DOL 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 party of its intention not to continue at least 90 days before the end 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 Data Integrity Board 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.

### **XVI. Dispute Resolution**

Disputes related to this agreement will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, *Intragovernmental Business Rules* Bulletin, available on the TFM Website at <http://tfm.fiscal.treasury.gov/v1/p2/c470.pdf>.

### **XVII. Persons to Contact**

A. 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, 617 Altmeyer Building  
Baltimore, MD 21235  
Telephone: (410) 966-1392/Fax: (410) 594-0115  
Email: [kim.cromwell@ssa.gov](mailto:kim.cromwell@ssa.gov)

#### Systems Operations

Rick Hyde, Branch Chief  
Office of Earnings, Enumeration and Administrative Systems  
Division of Information, Verification and Exchange Services  
Data Exchange Branch  
Office of Systems  
Social Security Administration  
6401 Security Boulevard, 3-C-3 Robert M. Ball Building  
Baltimore, MD 21235  
Telephone: (410) 965-3490/Fax: (410) 966-3147  
Email: [rick.hyde@ssa.gov](mailto:rick.hyde@ssa.gov)

Information Security Issues

Michael G. Johnson, Director  
Division of Compliance and Oversight  
Office of Information Security  
Office of Systems  
Social Security Administration  
6401 Security Boulevard, Suite 3105 Annex Building  
Baltimore, MD 21235  
Telephone: (410) 965-0266/Fax: (410) 597-0845  
Email: [michael.g.johnson@ssa.gov](mailto:michael.g.johnson@ssa.gov)

Project Coordinator

Aileen Flynn  
Office of Data Exchange  
Office of Data Exchange and Policy Publications  
Social Security Administration  
6401 Security Boulevard, 3652 Annex Building  
Baltimore, MD 21235  
Telephone: (410) 965-3091  
Email: [aileen.flynn@ssa.gov](mailto:aileen.flynn@ssa.gov)

B. The DOL contacts are:

Matching Programs

Dan Peed  
Branch of Standards, Regulations, and Procedures  
Office of Workers' Compensation Programs  
Division of Coal Mine Workers' Compensation  
Room N-3464, 200 Constitution Avenue, N.W.  
Washington, D.C. 20210  
Telephone: (202) 343-5921/Fax: (202) 693-1398  
Email: [peed.dan@dol.gov](mailto:peed.dan@dol.gov)

Information Security Issues

John Scott, Section Chief  
Information Security Officer  
System Management Section  
Federal Black Lung Program  
4459 Forbes Boulevard  
Lanham, Maryland 20706  
Telephone: (301) 306-6610/Fax: (301) 731-4039  
Email: [scott.john@dol.gov](mailto:scott.john@dol.gov)

Systems Operations

Anthony Walker  
Deputy Information Security Office  
System Management Section  
Federal Black Lung Program  
4459 Forbes Boulevard  
Lanham, Maryland 20706  
Telephone: (301) 306-6693/Fax: (301) 731-4039  
Email: [walker.anthony@dol.gov](mailto:walker.anthony@dol.gov)

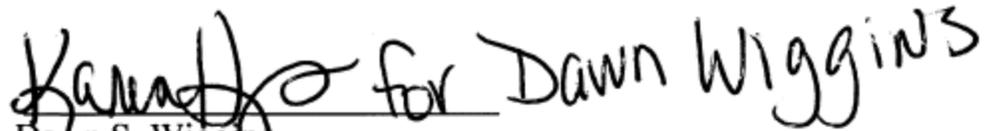
**XVIII. Integration**

This agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all other agreements between the parties that pertain to the disclosure of the Part C BL benefit data made between SSA and DOL for the purposes described herein. SSA and DOL have made no representations, warranties, or promises outside of this agreement. This agreement takes precedence over any other documents that may be in conflict with it.

**XIX. Authorized Signatures**

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

**SOCIAL SECURITY ADMINISTRATION**

  
Dawn S. Wiggins  
Deputy Executive Director  
Office of Privacy and Disclosure  
Office of the General Counsel

Date 7/15/14

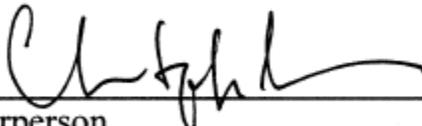
  
Kirsten J. Moncada, Chair  
Data Integrity Board  
Social Security Administration

Date 9-26-14

**U. S. DEPARTMENT OF LABOR**

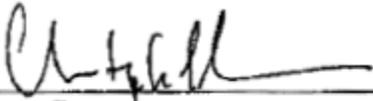
  
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Gary Steinberg, Acting Director  
Office of Workers' Compensation Programs

Date 9/18/2014

  
\_\_\_\_\_  
Chairperson  
Data Integrity Board  
Department of Labor

Date 10/10/10

## Data Integrity Board Certification:

  
\_\_\_\_\_  
Deputy Secretary  
Department of Labor

10/10/14  
\_\_\_\_\_  
Date

I certify that the Data Integrity Board has approved the Computer Matching Agreement (CMA) between Social Security Administration (SSA) and the Office of Workers' Compensation Programs (OWCP). The CMA allows DOL to disclose Part C Black Lung benefit data (DOL administered) to SSA. SSA will match DOL's Part C Black Lung data with SSA's records of persons receiving Social Security disability benefits to verify that recipients of Part C Black Lung benefits are receiving the correct amount of Social Security disability benefits.

## **Attachment**

### **Cost-Benefit Analysis of the computer match between the Department of Labor Part C Black Lung File and SSA's Master Beneficiary Record (Match #1003)**

#### **Match Objective**

To determine which Title II beneficiaries have not reported or incorrectly reported receiving black lung benefits.

#### **Background**

Section 224 (h) (1) of the Social Security Act requires the Department of Labor (DOL) to furnish SSA with any information needed to carry out the Act's workers' compensation offset provision. Each month DOL electronically provides SSA with a file containing DOL's entire beneficiary population for all live miners, under age 65, entitled to Part C Black Lung (BL) payments. SSA uses these alerts to identify disabled beneficiaries who have not reported or incorrectly reported their BL payments.

This match generates three types of alerts:

- Category (CAT) 1 alerts are BL beneficiaries without offset codes in our system
- CAT2 alerts are BL beneficiaries with offset codes in our system
- CAT3 alerts are BL beneficiaries with offset in suspense

#### **Defining Cost**

DOL does not charge SSA for this data exchange. SSA has three internal costs with this exchange:

- Systems cost matching the DOL data set to SSA Title II records
- Operations cost in the payment centers (PCs) responding to alerts
- Operations cost in the PCs pursuing overpayments

#### **Defining Benefits**

The detection and recovery of overpayments and the avoidance of future overpayments due to changes in the recurring benefit amount are the source of benefits for this match. These benefits are best realized by the examination of Category 1 (CAT1) alerts, where we were previously unaware of the beneficiary receiving BL payments. The cost of collecting overpayments is avoided each time a payment is reduced as the prior payment amount would have resulted in an overpayment.

## **Methodology**

ODX reviewed all FY 2013 data. During the fiscal year, Systems released 8878 alerts to the PCs. There were:

- 516 CAT1 alerts, representing 6 percent of the total;
- 8362 CAT2 alerts, representing 94 percent of the total; and
- No CAT3 alerts.

There were 151 unique CAT1 alerts and 816 unique CA2 alerts. Only 130 CAT1 alerts were worked. Cat2 alerts are not worked as they are already being offset. There is also no way to tell if a CAT2 alert was worked since there is no record of a “non-action”. There is also no monetary benefit to working a CAT2 alerts.

## **Positive Benefits**

Twenty percent of the CAT1 alerts identified (31) had retroactive overpayments totaling \$131,517. Thirty percent of CAT1 alerts (45) had payment reductions totaling \$22,741. We expect the higher payments would have continued for an additional 12 months if not detected by the match. The historical average recovery rate for Title II overpayments is 85 percent. The total positive benefit from this match is \$384,678.

## **Negative Benefits**

PSCs incur costs developing overpayments in the recovery process. The FY 2013 cost per case, established by the Division of Cost Analysis in the Office of Financial Policy and Operations is \$268. The total development and recovery cost for 31 overpaid cases represents a negative benefit of \$8308. However this figure is offset by the 45 cases with payment reductions where overpayments were avoided. The total development for these 45 cases would have been \$12,060.

## **Costs**

The Office of Systems reported a cost of \$48,100 for computer and personnel costs.

The average time reported to complete a CA1 alert for the Program Service Centers (PSCs) is 60 minutes. The average time to complete a CA2 alert for the PSCs is 30 minutes. The total development cost for 816 CA2 alerts is \$34,278. The total development cost for 130 CA1 alerts is \$10,712. Total PSC development cost is \$44,562.

## **Conclusion**

The net benefit of this matching program is \$295,767. The benefit to cost ratio is 4.2 to 1. The benefits of this match would likely be higher if all CAT1 alerts from FY 2013 were developed.

## Cost Benefit Analysis Summary

### Costs

Systems Costs (Office of Systems, Budget staff): \$48,100  
Program Service Center Alert Development Costs: \$44,562

**Total Costs: \$92,662**

### Benefits

#### Retroactive Overpayments

Number of Alerts with Overpayments: 31  
Total Overpayment: \$131,517  
Amount Expected to Recover (85%): \$111,789  
Overpayment Development/Recovery Processing Costs: (\$8308)  
Overpayment D&R Processing Cost Avoidance: \$12,060  
Benefit: \$115,541

#### Decrease in Monthly Payment Amount

Number of Alerts with Decrease in Payment: 45  
Total Change in Ongoing Monthly Payment: \$22,741  
Projected for 12 months: \$272,888  
Benefit: \$272,888

**Total Benefits: \$388,429**

**Total Net Benefit: \$295,767**

**Benefit to Cost: 4.2 to 1**

## Calculation Sheet

### PSC Alert Development Costs

CA2 Alerts	816
Development Time	30 minutes
Direct Overhead Rate	2.06
Total Work Years	0.20

CA1 Alerts	130
Development Time	60 minutes
Direct Overhead Rate	2.06
Total Work Years	0.06

Total Work Years	0.26
Salary + 20 fringe benefits (Cost Per Work Year)	\$83,200
Total Development Cost	\$44,562

### Systems Costs

Total Systems Costs (personnel and computer)	\$48,100
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### Benefits

Number of Overpayments	31
Total Overpayments	\$131,517
85% Recovery Rate (Total OP x 85%)	\$111,789
Overpayment Development Cost (268 x 31)	(\$8308)
Overpayment Development Avoidance (268 x 45)	\$12,060
Total Overpayment Detection Benefits	\$115,541
Alerts with payment decrease	45
Total reduction in payments	\$22,741
Payment reduction benefit projected for 12 months	\$272,888
Total Benefits	\$388,429

Benefits	\$388,429
Costs	\$92,662
Net Benefit	\$295,767
Benefit to Cost Ratio	4.2 to 1

## Appendix

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### Work Year analysis for the Black Lung Part C Match Cost Benefit Analysis

The Black Lung Part C match generates 3 types of alerts:

- CA1 alerts are cases where SSA is unaware of BL payments. Technicians will work CA1 alerts and exam these cases for potential offset or the possibility of an overpayment.
- CA2 alerts are claims with current offset codes present (some may have offset postponed if the miner qualifies for a higher combined total payment).
- CA3 alerts are claims with benefits in suspension.

Systems released 8878 alerts to the PCs in FY 2013. Category 2 (CA2) alerts represented 94 percent (8362) and Category 1 (CA1) alerts represented 6 percent (516). There were no CA3 alerts in FY2013.

Although 8878 alerts generated, there were only 967 unique SSNs. All alert types continue to generate until the miner attains age 65, dies, or has BL benefits discontinued. All CAT1 alerts turn into CAT2 alerts after offset is considered.

POMS DI 52115.020 does not give specific instructions for each of the alert types, however does indicate that if proof of BL benefits is greater than a year old, the technician should update the information. This policy ensures development of all alerts at least once a year.

We will assume the PCs worked each claim in CAT2 status at least once (816). PCs also worked claims that began as CAT1 claims (130). PCs did not likely work claims that ended FY 2013 in CAT1 status (21).

OCO/ODO/OSB Program Expert staff reported a task time of 30 minutes for Category 2 alerts and a task time of 60 minutes for the more difficult Category 1 alert. Most BL cases are CA1 alerts when first identified and all meet the criteria for a Category 2 alert thereafter.

#### 816 CA2 unique SSN alerts in FY 2013

$$816 \times .5 \text{hrs} = 408 \text{ hours} \quad 408 \text{hrs} / 2080 = 0.20 \text{ WYs}$$

#### 130 CA1 unique SSN alerts in FY 2013

	0.26 WYs
X	2.06 (Direct OH rate) <sup>1</sup>
X	83,200 (Average CPWY (PSC)) <sup>2</sup>
=	\$44,562 PSC alert processing cost

$$130 \times 1 \text{hr} = 130 \text{ hours} \quad 130 \text{hrs} / 2080 = 0.06 \text{ WYs}$$

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<sup>1</sup> FY 2012 PSC Direct OH rate

<sup>2</sup> FY 2012 Average PSC Cost Per Workyear (CPWY)