

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

Effective: March 2, 2016

Expiration: September 1, 2017

Match #1006

I. Purpose

This computer matching agreement sets forth the terms, safeguards, and procedures under which the Railroad Retirement Board (RRB), as the source agency, will disclose RRB annuity payment data to the Social Security Administration (SSA), the recipient agency. SSA will use the information to verify Supplemental Security Income (SSI) and Special Veterans Benefits (SVB) eligibility and benefit payment amounts. SSA will also record the railroad annuity amounts RRB paid to SSI and SVB recipients in the Supplemental Security Income Record (SSR).

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, the regulations and guidance promulgated thereunder.

Legal authority for the disclosure under this agreement for the SSI portion are sections 1631(e)(1)(A) and (B) and 1631(f) of the Social Security Act (Act) (42 U.S.C. §§ 1383(e)(1)(A) and (B) and 1383(f)). The legal authority for the disclosure under this agreement for the SVB portion is section 806(b) of the Act (42 U.S.C. § 1006(b)).

III. Definitions

- A. "Annuity payment data" means information pertaining to benefit payments issued by RRB on the basis of an individual's railroad employment.
- B. "Disclose" and "disclosure" mean the release of information or data, with or without the consent of the individual or individuals to whom the data pertain, by either RRB or SSA.
- C. "Recipient Agency," as defined by the Privacy Act (5 U.S.C. § 552a(a)(9)), means SSA, the agency receiving the records for use in this computer matching program.
- D. "Source Agency," as defined by the Privacy Act (5 U.S.C. § 552a(a)(11)), means RRB, the agency disclosing records for the purposes of this computer matching program.

- E. "SSI" means the Federal Program of Supplemental Security Income for the Aged, Blind, and Disabled established under Title XVI of the Act.
- F. "SSR" means the Supplemental Security Income Record, which consists of individual records, which contain data needed to administer the SSI program.
- G. "SVB" means the Federal Program of Special Veterans Benefits under Title VIII of the Act (42 U.S.C. §§ 1001-1013).

IV. Responsibilities of the Parties

A. SSA Responsibilities

SSA will use RRB's annuity payment data to verify SSI and SVB eligibility and benefit payment amounts.

1. SSA will record the railroad annuity amounts RRB paid to SSI and SVB recipients in the SSR.
2. SSA will publish a notice of this matching program in the Federal Register (FR).

B. RRB Responsibilities

1. RRB will disclose RRB annuity payment data to the SSA.
2. Monthly, RRB will furnish SSA with an electronic file containing the railroad annuity data.

V. Justification and Anticipated Results

A. Justification

Sections 1631(e)(1)(B) and 806(b) of the Act require SSA to verify the statements of applicants for and recipients of SSI payments and SVB benefits, respectively, before making a determination of eligibility or payment amount. Section 1631(f) of the Act requires Federal agencies to furnish SSA with information necessary to verify eligibility for or the correct amount of SSI benefits. With respect to railroad annuity amounts paid by RRB, the most cost-effective and efficient way to verify the statements of applicants for and recipients of, SSI payments and SVB benefits is via this matching program.

B. Anticipated Results

SSA estimates that it will receive over 7.2 million records from RRB annually. Based on the latest SSA evaluation of this match (see attachment A), the estimated benefit where there is unreported or under reported income that after correction results in a decrease in SSA's monthly payment amount, would yield a total savings of \$661,878. The costs are estimated to be \$22,500. The benefit to cost ratio is 29.42 to 1. When

we take into account the “service related” benefit of correcting those cases where there is an increase in the monthly payment amount, the benefits of this matching operation increase an additional \$172,128 for a total of \$834,006; making this matching operation even more cost effective with a benefit to cost ratio of 37.07 to 1.

RRB does not anticipate any program savings as a result of the matching program and its costs are nominal. The Title VIII related matching activity will have minimal improvement on payment accuracy and will not have significant impact on the cost or anticipated results.

VI. Description of Matched Records

A. Systems of Records

1. RRB will provide SSA with an electronic data file containing annuity payment data from RRB's system of records, RRB-22 Railroad Retirement, Survivor, and Pensioner Benefits System, last published on May 15, 2015 (80 FR 28018).
2. SSA will match RRB's data with data maintained in the SSR, Supplemental Security Income Record and Special Veterans Benefits, SSA/ODSSIS, 60-0103, published on January 11, 2006 (71 FR 1830) and December 10, 2007 (72 FR 69723). SVB data also resides on the SSR.

B. Number of Records

The electronic data file provided by RRB will contain approximately 600,000 records. The file will adhere to the characteristics and format shown in attachment B. The SSR has about 9 million records.

C. Specified Data Elements

SSA will match the Social Security number (SSN), name, date of birth, and RRB claim number on the RRB file and the SSR.

D. Frequency of Matching

SSA and RRB will conduct this match monthly.

VII. Accuracy Assessments

Previous matches with the same files indicate that the SSNs on RRB records are 99 percent accurate. Periodic accuracy assessments indicate that RRB's annuity payment data are virtually 100 percent accurate at the time of creation. SSA's SSI and SVB records are virtually 100 percent accurate when they are created.

VIII. Procedures for Individualized Notice

SSA must advise individuals that SSA will match their records against those of other agencies. SSA will notify individuals at the time of application for SSI and SVB benefits. SSA will notify recipients at the time of their redetermination of eligibility for SSI and SVB benefits, or at least once during the period of the match. As required by the Privacy Act, SSA will also publish a notice of this matching program in the FR. In addition, SSA provides notice through annual mailings, which provide information about SSA's verification of records through data matching programs.

RRB's notice to applicants consists of appropriate language printed on its application forms or a separate handout with appropriate language when necessary. RRB's notice to annuitants will consist of notifications followed by a periodic mailing to all annuitants describing its matching activities.

IX. Verification Procedure and Opportunity to Contest

A. Verification Procedures

SSA will determine if RRB's data, other than current payment data, are consistent with SSA's data. If the data are not consistent, SSA will contact the individual, if necessary, to confirm the data in the RRB's file.

B. Opportunity to Contest

Before taking any adverse action based on the information received from the match, SSA will provide written notice to each individual for whom SSA decides such adverse action is necessary. The notice will inform the individual of the match findings and provide the following information:

1. SSA has received information pertaining to receipt of an annuity payment, which indicates that a specified adverse action is necessary.
2. The individual has such period of time as established for the SSI and SVB programs by regulation (i.e., 20 C.F.R. §§ 416.1336 and 408.820) to contest the adverse decision while maintaining payments at the previously established level.
3. The effective date of any adjustments or overpayment that may result.
4. Unless the individual responds to contest the proposed adverse action in the required period of time, SSA will conclude that the information provided by RRB is correct, and will make the necessary adjustment to the individual's payment.

X. Procedures for Retention and Timely Destruction of Identifiable Records

SSA will retain the electronic files received from RRB 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 applicable Federal Records Retention

Schedules (44 U.S.C. § 3303a). SSA will not create permanent files or separate system comprised solely of the data provided by RRB.

XI. Records Usage, Duplication, and Redisclosure Restrictions

SSA will adhere to the following limitations on the use, duplication, redisclosure of the electronic files and data provided by RRB.

- A. SSA will use and access the data only for the purposes described in this agreement.
- B. SSA will not use the data to extract information concerning the individuals therein for any purpose not specified in this agreement.
- C. SSA will not duplicate or disseminate the data RRB provides, within or outside SSA without the written authority of RRB, except as required by law. RRB will not give such permission unless the law requires disclosure or the disclosure is essential to the matching program. For such permission, SSA must specify in writing what data it is requesting be duplicated or disseminated and to whom, and the reason that justify such duplication or dissemination.

XII. Security Procedures

SSA and RRB will comply with the requirements of the Federal Information Security Management Act (FISMA), 44 U.S.C. §§ 3541-3549, 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, 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 contractors and agents.

A. Loss Reporting

If either SSA or RRB experiences a loss of PII provided by SSA or RRB 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"), as amended by OMB M-15-01, "Fiscal Year 2014-2015 Guidance on Improving Federal Information Security and Privacy Management Practices" (Oct. 3, 2014). 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 (e.g., 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 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 Security Officer for RRB computer system at 312-751-3365, cell: 312-505-3604.

B. Breach Notification

SSA and RRB 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 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. 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 policies and procedures, as well as any subsequent revisions.

G. Onsite Inspection

SSA and RRB 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 or any extension of this agreement.

XIII. Comptroller General Access

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

XIV. Reimbursement

RRB's costs for providing this service are nominal and it will not require reimbursement by SSA. Due to the nominal costs of services associated with providing data to SSA under this agreement, RRB waives recovery of the costs pursuant to the Economy Act (31 U.S.C. § 1535). Should RRB determine in the future that the cost of providing services is significant; it may adjust the reimbursement terms by means of an amended reimbursable agreement between the two agencies.

Nothing contained herein shall 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.

XV. Duration, Modification, and Termination

A. Effective Date

The effective date of this agreement is March 2, 2016, provided that the following notice periods have lapsed: 30 days from the date SSA publishes a Computer

Matching Notice in the FR; 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 (DIBs) 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 DIBs 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 period of this 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 shall 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 Volume I, Part 2, Chapter 4700, Appendix 10, *Intragovernmental Transactions Guide*.

XVII. 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

Randolph Hayden, Supervisory Analyst
Office of Programs-Policy and Systems
844 North Rush Street
Chicago, IL 60611-2092
Telephone: (312) 751-3327/Fax: (312) 751-4650
Email: randolph.hayden@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
Cell: (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, 617 Altmeyer Building
Baltimore, MD 21235
Telephone: (410) 966-1392/Fax: (410) 594-0115
Email: kim.cromwell@ssa.gov

Systems Operations

Robert Foyles, 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, 3108 (3-C-3) Robert M. Ball Building
Baltimore, MD 21235
Telephone: (410) 966-0464/ Fax: (410) 966-3147
Email: robert.foyles@ssa.gov

Information Security Issues

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

Supplemental Security Income Policy

La'Tonya A. Martin, Social Insurance Specialist
Office of SSI & Program Integrity Policy
Office of Income Security Programs
Social Security Administration
6401 Security Boulevard, 2-R-19-E Robert M. Ball Building
Baltimore, MD 21235
Telephone: (410) 966-3882/Fax: (410) 966-0980
Email: latonya.martin@ssa.gov

Project Coordinator

Barbara Kocher
Office of Data Exchange and Policy Publications
Office of Data Exchange
Social Security Administration
6401 Security Boulevard, 4-B-10-A Annex Building
Baltimore, MD 21235
Telephone: (410) 966-5763
Email: barbara.kocher@ssa.gov

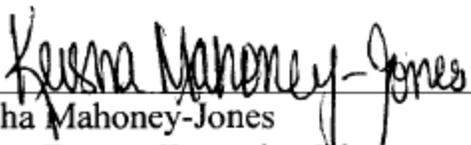
XVIII. Integration Clause

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

XIX. Signatures of Authorized Officials

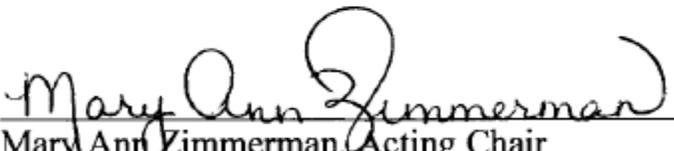
The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this agreement.

THE SOCIAL SECURITY ADMINISTRATION



 Keisha Mahoney-Jones
 Acting Deputy Executive Director
 Office of Privacy and Disclosure
 Office of the General Counsel

Date 11-10-15



 Mary Ann Zimmerman, Acting Chair
 Data Integrity Board
 Social Security Administration

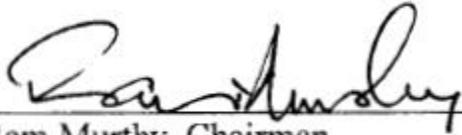
Date 12/10/15

THE RAILROAD RETIREMENT BOARD



Kimberly Price-Butler
Director of Policy and Systems

Date Nov 2, 2015



Ram Murthy, Chairman
Data Integrity Board
Railroad Retirement Board

Date 12.18.2015

Attachments:

Attachment A – Cost/Benefit Analysis

Attachment B – Record Layout