

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

Effective: November 25, 2014

Expiration: May 24, 2016

Match #1015

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 B Black Lung (BL) benefit data to the Social Security Administration (SSA). SSA will match DOL's Part B BL data with SSA's records of persons receiving Supplemental Security Income (SSI) to verify that Part B BL beneficiaries are receiving the correct amount of SSI payments.

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 1631(f) of the Social Security Act (Act), 42 U.S.C. § 1383(f). This legal authority requires any Federal agency to provide SSA with information in its possession that SSA may require for making a determination of eligibility for or the proper amount of SSI payments.

III. Responsibilities of the Parties

A. SSA's Responsibilities

1. SSA will match the Supplemental Security Income Record and Special Veterans Benefits (SSR/SVB), which contains data pertinent to the payment of SSI to Title XVI recipients, with an extract from DOL's Office of Workers' Compensation Programs (OWCP), BL Benefit Payments file, to verify that Part B BL beneficiaries are receiving the correct amount of SSI payments.
2. SSA will notify all individuals who apply for SSI payments 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 B 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 B BL benefits that DOL will conduct matching programs and that information the individual 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 SSI payments to Part B BL beneficiaries. 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), the total costs incurred for this match in FY 2013 were \$35,700, and the total agency savings was \$0; therefore, this match was not cost effective in FY 2013. However, DOL and other Federal agencies are statutorily required by section 1631(f) of the Act, 5 U.S.C. § 1383 (f), to provide SSA with information in its possession for the purposes of determining SSI payment eligibility. Additionally, although there were no savings derived from the match in FY 2013, we could see savings in future years from new Black Lung Part B recipients receiving SSI payments. This match is the most cost-effective way for SSA to obtain this information from DOL, and therefore, we recommend the continuation of the match.

V. **Description of Matched Records**

A. Systems of Records

SSA will match the SSR/SVB SSA/ODSSIS (60-0103) last published on

January 11, 2006 (71 FR 1830), which contains all data pertinent to payments made to Title XVI recipients, 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 necessary identifying and payment information for approximately 16,000 individuals, all miners, receiving Part B BL benefit payments. Additionally, once every year, DOL will send an additional file representing all Part B BL benefit records, referred to as the saturation file, regardless of any changes.

C. Specified Data Elements

DOL's monthly extract file will contain each Part B 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 recipients are receiving SSI payments and match the DOL data against the SSN, type of action code, and income type for those recipients in SSA's SSR/SVB.

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 SSR/SVB 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/Recipients

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 recipients 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 SSI recipients identified through the matching process solely based on information obtained through this match. SSA will contact the recipient to verify the matching results, in accordance with the requirements of the Privacy Act and applicable Office of Management and Budget (OMB) guidelines.

The affected individual will have an opportunity to contest the accuracy of the information provided by SSA. SSA will consider the information that DOL provides as accurate if the recipient does not contest it within 30 days after he or she receives notice of the proposed adverse action. SSI recipients who file an appeal within 10 days of receiving the notice will automatically receive payment continuation. SSA will advise the recipient that failure to respond within 30 days will provide a valid basis for SSA to assume that the information DOL provided is correct.

B. Opportunity to Contest

1. Before taking any adverse action based on the information received from the match, SSA will notify the applicant or recipient, and provide an opportunity to explain the circumstances prior to making a final eligibility determination or adjustment to current benefits.
2. Under applicable SSI regulations, 20 C.F.R. 416.1336, 10 days prior to taking any adverse action, SSA will notify the applicant or beneficiary, in writing, of the proposed adverse action. The notice will contain the following information:
 - (a) that SSA has received information which indicates that the proposed adverse action is necessary; and
 - (b) that the individual has 10 days to contest the proposed adverse action or SSA will conclude that the information provided by DOL is correct, and will make the necessary adjustment to the individual's payment.

IX. Procedures for Retention and Timely Destruction of Identifiable Records

SSA will retain the electronic files received from DOL only for the period 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 SSA.

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:

- A. SSA and DOL will use and access DOL's data files only for the purpose of the matching program.
- B. SSA and DOL will not use the data to extract information concerning individuals therein for any purpose not specified by this agreement.
- C. 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.
- D. SSA and DOL will not duplicate or disseminate within or outside SSA the file DOL provides without the written authority of DOL except as required by law. DOL will not 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.

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, 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 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.

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 always 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, 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 agencies and approved by the Data Integrity Board of each agency.

E. Termination

The agencies may terminate this agreement at any time with the consent of both agencies. 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](http://tfm.fiscal.treasury.gov/v1/p2/c470.pdf) (<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

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

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

Project Coordinator

Aileen Flynn
 Office of Data Exchange
 Office of Data Exchange and Policy Publications
 6401 Security Boulevard, 3652 Annex Building
 Baltimore, MD 21235
 Telephone: (410) 965-3091
 Email: 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

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

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

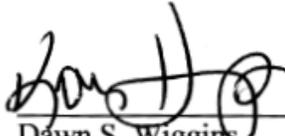
XVIII. Integration

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 B 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

 for Dawn Wiggins

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

Date 7/15/14

 for KJM

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

Date 9-29-14

U.S. DEPARTMENT OF LABOR



Gary Steinberg, Acting Director
Office of Workers' Compensation Programs

Date 9/18/2014



Chairperson
Data Integrity Board
Department of Labor

Date 10/10/14

Attachment

Computer Matching Agreement (#1015) Between the Social Security Administration And Department of Labor (DOL) Part B Black Lung (BL) Benefit Data

Objective

To determine the cost effectiveness of the DOL Part B Black Lung (BL) computer matching agreement.

Background

This matching operation detects unreported or underreported unearned income by identifying SSI recipients or deemors and recipients of special Veteran Benefits who also receive Part B BL benefits. DOL provides the extract file to SSA each month in a format defined by SSA via the SSA website using SSA-supplied login credentials. SSA matches the DOL payment data with the supplemental security record (SSR), which contains payment data for Title XVI recipients. This match generates alerts in the field offices (FOs) and DOL benefit information is posted on the SSR. Staff in the FOs verify the accuracy of the alert based on type B income on the SSR, identify overpayments or underpayments, and correct recurring monthly payment amounts.

Methodology

The Office of Applications and Supplemental Security Income Systems (OASSIS) reports the amount of records SSA receives from the Department of Labor Black Lung file, as well as the results of the alerts to the Office of Data Exchange (ODX) monthly. This match generates the alerts that the FOs receive to make corrections the SSR. As part of this study, ODX reviewed the monthly automated reports. Reviews of the reports indicate this match did not identify any overpayments or payment changes due to Part B BL benefits in FY 2013.

To verify the information generated by the automated monthly reports, ODX reviewed the DOL saturation file, which SSA receives annually and contains all recipients of Black Lung Part B benefits. We reviewed 12 records that reflect Part B on the record and had FY 2013 transaction dates, identifying changes were made to the records in FY 2013. This review confirmed the monthly report, showing no changes due to Black Lung Part B in FY 2013.

Benefits

Benefits realized from the development of Black Lung Part B alerts are: the recovery of overpayments and the avoidance of future overpayments through corrections to monthly SSI payments. Since no alerts resulted in changes to SSI payments, the match did not generate any savings to SSA in FY 2013.

Costs

The matching agreement and operation

DOL does not request reimbursement from SSA for the cost of matching SSA records to their files, as the cost they incur is nominal.

For each data exchange operation, the Office of Systems (OS) completes a detailed cost statement outlining direct costs that include systems programming, salaries, overhead and any machine hours reported for the operation. The annual OS costs for the DOL/SSR data exchange totaled \$35,700 for FY 2013.

The field office development

As there were no alerts for FY 2013, the FO did not incur costs for incorrect payment or overpayment development and processing.

Conclusion

The total costs incurred for this match in FY 2013 were \$35,700, and the total agency savings was \$0; therefore, this match was not cost effective in FY 2013. However, DOL and other Federal agencies are statutorily required by section 1631(f) of the Act, 5 U.S.C § 1383 (f), to provide SSA with information in its possession for the purposes of determining SSI payment eligibility. Additionally, although there were no savings derived from the match in FY 2013, we could see savings in future years from new Black Lung Part B recipients receiving SSI payments. This match is the most cost-effective way for SSA to obtain this information from DOL, and therefore, we recommend the continuation of the match.