

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

**Match #1006**

**I. Purpose**

This computer matching agreement (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, and 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

1. SSA will use RRB’s annuity payment data to verify SSI and SVB eligibility and benefit payment amounts.
2. SSA will record the railroad annuity amounts RRB paid to SSI and SVB recipients in the SSR.
3. SSA will publish a notice of this matching program in the Federal Register (Fed. Reg.).

##### B. RRB Responsibilities

RRB will disclose RRB annuity payment data to the SSA on a monthly basis via an electronic file.

#### **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 6 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 SSI monthly payment amount, would yield a total savings of \$519,882. The costs are estimated to be \$15,099. The benefit to cost ratio is 34.4 to 1.

RRB does not anticipate any program savings as a result of the matching program and its costs are nominal. The SVB 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 Fed. Reg. 28018).
2. SSA will match RRB's data with data maintained in the SSR, 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). SVB data also resides on the SSR.

The information in this system of records may be updated during the effective period of this agreement as required by the Privacy Act. The systems of records involved in this computer matching program have routine uses permitting the disclosures needed to conduct this match.

### **B. Number of Records**

The electronic data file provided by RRB will contain approximately 560,000 records. The file will adhere to the characteristics and format shown in attachment B. The SSR has about 10.4 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. According to Fiscal Year 2021 Title XVI Payment Accuracy Report, Office of Analytics, Review, and Oversight

(May 2022), SSA's SSI overpayment accuracy rate was 92.8 percent, and the underpayment accuracy was 98.4 percent, when they are created. The Stewardship review assesses payment accuracy related to the non-medical aspects of SSI's payments made in a given fiscal year. SSA does not have a SVB accuracy assessment specific to the data elements listed in this agreement.

### **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. SSA will publish a notice of this matching program in the Fed. Reg., as required by the Privacy Act. 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 Rediscovery Restrictions**

SSA will adhere to the following limitations on the use, duplication, disclosure 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 permission 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. Chapter 35, Subchapter II, as amended by the Federal Information Security Modernization Act of 2014 (Pub. L. 113-283); related Office of Management and Budget (OMB) circulars and memoranda, such as Circular A-130, *Managing Information as a Strategic Resource* (July 28, 2016); 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.

#### 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 authorized analysts to perform their 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.

#### G. Security Assessments

The 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.

### **XIII. Comptroller General Access**

The Government Accountability Office (Comptroller General) may have access to all RRB and SSA data it deems necessary in order to monitor or 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 September 2, 2023, provided that SSA 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 SSA published notice of the matching program in the Fed. Reg. in accordance with 5 U.S.C. § 552a(e)(12).

##### 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 3 months 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. Persons to Contact**

### A. The RRB contacts are:

#### Matching Programs

Shauna Eubanks, Supervisory 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](mailto:shauna.eubanks@rrb.gov)

#### Computer Systems Issues

Shauna Eubanks, Supervisory 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](mailto:shauna.eubanks@rrb.gov)

#### Program Issues

Linda Edwards, Chief of Payment Analysis and Systems  
Office of Programs-Policy and Systems  
844 North Rush Street  
Chicago, IL 60611-2092  
Telephone: (312) 751-4555/Fax: (312) 751-4650  
Email: [linda.edwards@rrb.gov](mailto:linda.edwards@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](mailto: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](mailto:kim.cromwell@ssa.gov)

Systems Operations

Angil Escobar, Branch Chief  
DDE/Data Exchange and Verifications and Exchanges Analysis Branch of Office of  
Enterprise Information Systems  
Office of Systems  
6401 Security Boulevard, 3-F-3 Robert M. Ball Building  
Baltimore, MD 21235  
Telephone: (410) 965-7213  
Email: [angil.escobar@ssa.gov](mailto:angil.escobar@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](mailto:jennifer.rutz@ssa.gov)

Supplemental Security Income Policy

Trina Dowdell, Policy Analyst  
Office of SSI & Program Integrity Policy  
Office of Income Security Programs  
Social Security Administration  
6401 Security Boulevard  
Robert M. Ball Building

Baltimore, MD 21235  
Telephone: (410) 966-6516/Fax: (410) 966-0980  
Email: [trina.dowdell@ssa.gov](mailto:trina.dowdell@ssa.gov)

Claims Policy

Michael Bittinger, Program Analyst  
Office of Application & Electronic Services Support Policy  
Office of Income Security Programs  
Social Security Administration  
6401 Security Boulevard  
2-J-16-B Robert M. Ball Building  
Baltimore, MD 21235  
Telephone: (410) 966-0457  
Email: [michael.bittinger@ssa.gov](mailto:michael.bittinger@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](mailto:gary.paige@ssa.gov)

**XVII. 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.

**XVIII. 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. By signing this document electronically, the signatory agrees that the signature they provide has the same meaning and legal validity and effect as a handwritten signature.

THE SOCIAL SECURITY ADMINISTRATION

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Michelle L. Christ  
Acting Deputy Executive Director  
Office of Privacy and Disclosure  
Office of the General Counsel

Date \_\_\_\_\_

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

Date \_\_\_\_\_

THE RAILROAD RETIREMENT BOARD

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Randolph Hayden  
Director of Policy and Systems

Date \_\_\_\_\_

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Terryne F. Murphy, Chairman  
Data Integrity Board  
Railroad Retirement Board

Date \_\_\_\_\_

Attachments:

Attachment A – Cost/Benefit Analysis

Attachment B – Record Layout