

# **Computer Matching Agreement between the Social Security Administration and the Department of Labor for Part C Black Lung Benefit Data Match #1003**

## **I. Purpose**

This computer matching agreement (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 (Fed. Reg.).

## B. DOL's Responsibilities

1. DOL will provide SSA with an extract file containing data elements listed in Section V.C. DOL will provide the extract file to SSA each month in a format defined by SSA 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 OWCP, Division of Coal Mine Workers' Compensation (DCMWC).

## IV. Justification and Anticipated Results

### A. Justification

Data exchange under this matching program is necessary for 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 cost benefit analysis (CBA) report for fiscal year 2017 (attachment), the benefit to the United States Treasury of this matching operation is the correction of those cases where there is a decrease in the monthly payment amount and the recovery of detected overpayments, which total approximately \$5,010,550. We project the total cost to SSA is approximately \$1,229,156. The benefit to cost ratio is about 4.08 to 1.

## V. Description of Matched Records

### A. Systems of Records

SSA will match the DOL extract file against the MBR, 60-0090, last fully published on January 11, 2006 (71 Fed. Reg. 1826), as amended on December 10, 2007 (72 Fed. Reg. 69723), July 5, 2013 (78 Fed. Reg. 40542), July 3, 2018 (83 Fed. Reg. 31250-31251), and November 1, 2018 (83 Fed. Reg. 54969). DOL's extract file is from DOL's OWCP, BL Benefit Payments file, DOL/OWCP-9, last fully published on April 29, 2016 (81 Fed. Reg. 25765). 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 Social Security number (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 does not have an accuracy assessment specific to the data elements listed in this agreement. However, SSA conducts periodic, statistically valid, stewardship (payment accuracy) reviews, in which the benefits or payments listed in this agreement are included as items available for review and correction. SSA quality reviewers interview the selected Old Age, Survivors, and Disability Insurance and Supplemental Security Income beneficiaries/recipients and redevelop the non-medical factors of eligibility to determine whether the payment was correct. Based on the available study results, we have a reasonable assurance that SSA's accuracy assumptions of a 95 percent confidence level for the monthly benefits or payments listed in this agreement (Fiscal Year (FY) 2016 Title II Payment Accuracy Report, August 2017; FY 2016 Title XVI Payment Accuracy Report, August 2017).

## 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 provides 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.

## B. Beneficiaries

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

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

## C. Federal Register Notice

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

# 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 DOL. 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 DOL 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 action.
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 a separate system comprised solely of the data provided by DOL.

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

SSA will adhere to the following limitations on the use, duplication, and redisclosure of the electronic files and data DOL provides under this agreement:

- A. SSA will use and access DOL's data files only for the purpose of the matching program.
- B. SSA will not use the data to extract information concerning individuals therein for any purpose not specified by this agreement.
- C. SSA will not duplicate or disseminate the data, within or outside SSA, without DOL's written permission, except as required by Federal law. DOL 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 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. 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 subsequently 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 an incident involving the loss or breach of PII provided by SSA or DOL 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 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 Information Security Officer at (540) 272-5265, and will send an email to [zzowepsecurity@dol.gov](mailto:zzowepsecurity@dol.gov).

#### B. Breach Notification

SSA and DOL 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 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 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 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. 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.

## **XII. Comptroller General Access**

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

## **XIII. 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. If DOL determines in the future that the cost of providing services is significant, DOL may adjust reimbursement terms by means of a reimbursable agreement between DOL and SSA.

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

### **A. Effective Date**

The effective date of this agreement is November 25, 2019, 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 Federal Register 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 (DIB) 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 DIBs 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, in writing, 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 DIB of each agency.

#### E. Termination

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

### **XV. Dispute Resolution**

Disputes related to this agreement will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10, *Intragovernmental Transaction Guide*.

### **XVI. Persons to Contact**

#### A. SSA Contacts:

##### **Matching Programs**

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Office of Privacy and Disclosure  
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Social Security Administration  
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##### **Computer Systems Issues**

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## **Systems Security Issues**

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## **Project Coordinator**

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## **B. DOL Contacts:**

### **Matching Programs**

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## **Systems Security Issues**

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### **XVII. Integration**

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 Part C BL benefit data 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.