

**COMPUTER MATCHING AGREEMENT BETWEEN THE
U.S. RAILROAD RETIREMENT BOARD AND
THE U.S. OFFICE OF PERSONNEL MANAGEMENT**

I. Purpose of the Matching Agreement

The purpose of this agreement is to establish the conditions under which the U.S. Office of Personnel Management (OPM) agrees to disclose civil service benefit and payment data to the U.S. Railroad Retirement Board (RRB). Specific information regarding the matching programs to be conducted due to the disclosure is provided in Appendix A.

II. Procedures for Individualized Notice

A. Applicants

Both OPM and RRB agree to notify all individuals who apply for benefits for their respective programs that the matching program is to be conducted. OPM's notice consists of appropriate language printed on its application forms. RRB's notice consists of appropriate language printed on its application forms or a separate handout with appropriate language, when necessary.

B. Beneficiaries/Annuitants

Both OPM and RRB will provide subsequent notices to their respective retirees, annuitants, beneficiaries, and recipients as required. OPM's notice consists of information included in the Federal Register and appropriate language printed on yearly mailings to all annuitants, survivor annuitants, and their representatives describing OPM's matching activities. RRB's notice will consist of a Federal Register notification followed by a periodic mailing to all beneficiaries and recipients describing RRB matching activities.

III. Procedures for Retention and Timely Destruction of Identifiable Records

RRB will delete the electronic file transferred by OPM after the matching program is completed, but not more than sixty (60) days after receipt of the file. The electronic data provided as part of the match will be destroyed by RRB after the matching program is completed, but not more than ninety (90) days after the receipt of the data.

NOTE: Neither RRB or OPM will create a separate file or system consisting of information concerning only those involved in the specific matching program.

IV. Procedures for Security

RRB and OPM will comply with 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 [OMB Circular A-130, *Managing Information as a Strategic Resource* \(July 28, 2016\)](#) and OMB 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 implement, the laws, regulations, NIST standards, and OMB directives, including those published after the effective date of this agreement.

FISMA requirements apply to all Federal contractors, organizations, or entities that possess or use Federal information, operate, use, or have access to Federal information systems on behalf of an agency. Both agencies are responsible for the oversight and compliance of their contractors and agents.

A. Incident Reporting

If RRB experiences an incident involving the loss or breach of PII provided by OPM under the terms of this agreement, RRB will follow the incident reporting guidelines issued by OMB. In the event of a reportable incident under OMB guidance involving PII, RRB is responsible for following its established procedures, including notification to the proper organizations (e.g., United States Computer Emergency Readiness Team, the agency's privacy office). In addition, RRB will notify the other agency's Systems Security Contact named in this agreement. If RRB cannot speak with OPM Systems Security Contact within one hour, RRB will contact OPM IT Security Operations: [REDACTED]

B. Breach Notification

RRB will follow PII breach notification policies and related procedures issued by OMB. If RRB determines that the risk of harm requires notification to affected individuals or other remedies, RRB will carry out these remedies without cost to OPM.

C. Administrative Safeguardsⁱ

RRB and OPM will restrict access to the data matched and any data created by the match to authorized employees and officials who need it to perform their official duties in connection with the uses of the data authorized in this agreement. Further, RRB and OPM will advise all personnel who have access to the data matched and 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 non-compliance contained in the applicable Federal laws.

D. Physical Safeguards

RRB and OPM 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). Only authorized personnel will transport the data matched and any data created by the match. RRB and OPM will establish appropriate safeguards for such data, as determined by a risk-based assessment of the circumstances involved.

E. Technical Safeguards

RRB and OPM 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. RRB and OPM 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

RRB will adopt policies and procedures to ensure that each agency uses the information in their respective records or obtained from each other solely as provided in this agreement. RRB and OPM will comply with these guidelines and any subsequent revisions.

G. Security Assessments

The NIST Special Publication 800-37, Revision 2 Risk Management Framework for Information Systems and Organizations. A System Life Cycle Approach for Security and Privacy, encourages agencies to accept each other's security assessments to reuse information system resources and/or 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 to make riskbased decisions. Either party may make requests for this information at any time throughout the duration or any extension of this agreement.

H. RRB shall also adopt policies and procedures to ensure that information contained in its records and obtained from OPM shall be used solely as provided in sections 202, 215 and 224 of the Social Security Act (SS Act) as amended, 42 U.S.C. §§ 402, 415, and 424a, and sections 3(a)(1), 4(a)(1), 4(f)(1), 7(b)(3), and 7(b)(6) of the Railroad Retirement Act (RRA), as amended, 45 U.S.C. §§ 231b(a)(1), 231c(a)(1), 231c(f)(1), 231f(b)(3), and 231f(b)(6), and the regulations promulgated thereunder.

V. Records Usage, Duplication, and Redisclosure Restrictions

RRB agrees to the following limitations on the access to and disclosure and use of OPM's information.

- A. That the file transmitted by OPM by secure electronic file transfer will be securely purged by RRB after the matching program is completed, but not more than sixty (60) days after receipt of the data.
- B. That the civil service benefit and payment data supplied by OPM and the records created by the match will be used only for purposes of, and to the extent necessary in the administration of sections 202, 215 and 224 of the SS Act, 42 U.S.C. §§ 402, 415, and 424a, and sections 3(a)(1), 4(a)(1) and 4(f)(1) of the RRA, 45 U.S.C. §§ 231b(a)(1), 231c(a)(1), and 231c(f)(1), as specified in this agreement.

Section 215(a)(7) of the SS Act, 42 U.S.C. § 415(a)(7), provides for a reduction in social security benefits for retired and disabled workers receiving pensions based on employment not covered under the SS Act or the RRA. Section 3(a)(1) of the RRA, 45 U.S.C. § 231b(a)(1), provides that the tier I benefit of an employee annuity will be equal to the amount the employee would receive if (s)he would have been entitled to a like benefit under the Social Security (SS) Act.

- C. That the files provided by OPM will not be used to extract information concerning the individuals therein for any purpose not specified in this agreement.

- D. That the files provided by OPM will not be duplicated or disseminated within or outside of RRB without written authority from OPM. Neither agency shall authorize such redisclosure unless the redisclosure is required by law or essential to the conduct of the matching program or is required by the Office of the Inspector General, Department of Justice, Government Accountability Office (GAO), or other enforcement agency.

VI. Access by the Comptroller General

The Comptroller General may have access to all OPM and RRB records as necessary to verify compliance with this agreement.

VII. Reimbursement

Expenses involved with the data exchange outlined above will be reciprocal and not involve any cost adjustments between OPM and RRB. Cost adjustments, however, can be made in the future between the agencies so that neither one bears a disproportionate share of the costs. OPM and RRB can make such adjustments utilizing a reimbursable agreement.

VIII. Duration of the Agreement

This agreement shall be effective on XXXXXXXX or 40 days after a copy of the agreement, as approved by the appropriate Data Integrity Board (DIB), is sent to Congress, and the Office of Management and Budget, whichever is later. RRB will provide public notice of the proposed matching program by publication in the Federal Register as required by the Privacy Act, 5 U.S.C. § 552a(e)(12). There is a mandatory 30 day period for public comment. This agreement may be renewed at the end of 18 months, for a period of time not to exceed 12 months; if each agency certifies to its respective DIB within three months of the expiration that:

1. The matching program will be conducted without change, and
2. The matching program has been conducted in compliance with the original agreement.

If either agency does not want to renew this agreement, it should notify the other of its intentions not to renew at least 90 days before the end of the initial 18 month term of the agreement. This may be modified at any time by written modification to this agreement, provided that the written agreement satisfies both parties and is approved by the DIB of each agency.

This agreement may be terminated at any time with the consent of both parties. Either party may singly terminate the agreement upon written notice to the other party, in which case the termination shall be effective 90 days after the date of the notice or at a later date specified in the notice. A copy of this agreement is available to the public upon request.

IX. Contact Information

A. Office of Personnel Management:

Agreement Issues:

Lisa Morgan
Retirement Services
Office of Personnel Management
1900 E. Street NW, Room 3316-S
Washington, DC 20415

[REDACTED]
[REDACTED]
[REDACTED]

System Issues:

Olu Faokunla
CIO/FITB/RSITPMO
Office of Personnel Management
1900 E Street, NW, Room 4H31-S
Washington, DC 20415

[REDACTED]
Fax: N/A
[REDACTED]

Security Issues:

Valerie T. Kokal
Director of IT Security Operations
Office of Personnel Management
1137 Branchton Road
Boyers, PA 16017

Phone: [REDACTED]
Fax: N/A
[REDACTED]

B. Railroad Retirement Board:

Agreement Issues:

Eileen A. Harvey

Policy and Systems Analyst

Office of Programs, Policy and Systems, Payment Analysis & Systems

U.S. Railroad Retirement Board

844 North Rush Street, Chicago, Illinois 60611-1275

Phone [REDACTED]
[REDACTED]

Program Issues

[REDACTED]
Chief of Payment Analysis and systems

Office of Programs, Policy and systems, Payment Analysis & Systems

U.S. Railroad Retirement Board

844 N Rush Street

Chicago, Illinois 60611-1275
[REDACTED]
[REDACTED]
[REDACTED]

System Issues:

[REDACTED]
Supervisor, Systems Engineers

Bureau of Information Services

U.S. Railroad Retirement Board

844 North Rush Street

Chicago, IL 60611-1275
[REDACTED]
[REDACTED]
[REDACTED]

Security Issues:

Jerry Gilbert

Chief Security Officer

Bureau of Information Services

U.S. Railroad Retirement Board

844 North Rush Street

Chicago, IL 60611-1275

Phone: 312-751-3365



X. 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 outlined in this agreement.

Electronic Signature Acknowledgement: The signatories may sign this document electronically by using an approved electronic signature process. Each signatory electronically signing this document agrees that his/her electronic signature has the same legal validity and effect as his/her handwritten signature on the document and that it has the same meaning as his/her handwritten signature.

FOR THE RAILROAD RETIREMENT BOARD:

Director of Policy and Systems
Railroad Retirement Board

Date: _____

Terryne Murphy
Chair, Data Integrity Board
Chief Information Officer
Railroad Retirement Board

Date: _____

FOR THE OFFICE OF PERSONNEL MANAGEMENT:

Nicholas Ashenden (Acting)
Associate Director

Retirement Services
Office of Personnel Management

Date: _____

Kellie Cosgrove Riley
Chair
Data Integrity Board
Office of Personnel Management

Date: -----

APPENDIX A

This appendix describes the use of the U.S. Office of Personnel Management (OPM) information by the U.S. Railroad Retirement Board (RRB) to administer both the Public Service Pension Offset provision and the Public Disability Benefit Offset provision.

1. Purpose, Legal Authority, and Definitions

A. Purpose of the Matching Program

RRB will match the OPM data to verify information provided (or identify information that should have been provided) by the RRB beneficiary at the time of initially applying for railroad retirement benefits and on a continuing basis to ensure that any reduction in railroad retirement benefits is based on the current pension amount. The Match will compare:

1. OPM's civil service benefit and payment data with RRB's records of beneficiaries receiving employee and spouse benefits which are subject to reduction when the beneficiary is also receiving a government pension based on noncovered employment; and
2. OPM's civil service disability benefit with RRB's records of disability insurance (DI) benefit to identify DI beneficiaries whose benefits should

be reduced because the disabled worker is receiving a civil service disability annuity.

The responsible component for RRB is Policy and Systems. The OPM component responsible for the disclosure is Retirement Services.

B. Authority

The responsibility of RRB concerning information obtained pursuant to the agreement is in accordance with section 7(b)(6) of the RRA, 45 U.S.C. § 231f(b)(6) and the Privacy Act, as amended, 5 U.S.C. § 552a. Pursuant to 5 U.S.C. § 552a(b)(3), OPM has established routine uses to disclose the subject information to RRB. The specific authority sections of the Railroad Retirement Act (RRA) and the Social Security Act (SSA) are given below:

1. Sections 3(a)(1), 4(a)(1) and 4(f)(1) of the RRA, as amended, 45 U.S.C. §§ 231b(a)(1), 231c(a)(1), and 231c(f)(1), require the RRB to reduce the railroad retirement benefits of certain beneficiaries entitled to railroad retirement employee and/or spouse benefits who are also entitled to a government pension based on their own noncovered earnings. This reduction is referred to as Public Service Pension (PSP).
2. Sections 224 of the SSA, as amended, 42 U.S.C. § 424a, provides for the reduction of disability benefits when the disabled worker is also entitled to a public disability benefit (PDB). This reduction is referred to as PDB offset. A civil service disability benefit is considered a PDB.

C. Definitions

1. “Civil service benefit and payment data” includes data from
 - the civil service annuitant’s file sufficient to determine the amount of the civil service pension, the date of first eligibility to the pension, and the date of the first entitlement to civil service pension; and
 - the civil service annuitant’s file sufficient to determine the amount of the civil service disability benefit, the indication that the civil service benefit is a disability benefit based on any employment covered for RRB purposes and the date of entitlement to civil service disability benefit.

These data are needed to determine the amount of reduction to apply to the railroad retirement benefits.

2. “Annuitant” means a person entitled to a civil service pension.
3. “Beneficiary” means a person entitled to railroad retirement benefits.
4. “Spouse” means a person entitled to railroad retirement benefits as a wife, widow, husband, widower, divorced wife or husband, or surviving divorced wife or husband.
5. “Disabled worker” means the number holder on whose record railroad retirement DI benefits are paid.
6. “Public disability benefit” means a periodic disability benefit paid under a law or plan of the United States, a State, a political subdivision thereof, or an instrumentality of two or more States. A civil service disability benefit is a Federal PDB.
7. “Disclosure” means the release of information (data) with or without the consent of the individual (s) about whom the information pertains.
8. “MBF” means Master Benefit File, is a magnetic file which reflects the entitlement of persons claiming benefits under the Railroad Retirement Act.

2. Justification and Anticipated Results

A. Justification

Sections 3(a)(1), 4(a)(1) and 4(f)(1) of the RRA, as amended, codified at 45 U.S.C. §§ 231b(a)(1), 231c(a)(1), and 231c(f)(1), require the RRB to reduce the employee and/or spouse benefits of certain beneficiaries who receive a government pension based on noncovered earnings.

Sections 224 of the SS Act, as amended, codified at 42 U.S.C. § 424a, provides for the reduction of the railroad retirement disability benefit if the disabled worker is also entitled to a PDB.

RRB relies on the individual to report entitlement to and/or changes in the payment amount. However, RRB has found that some beneficiaries fail to voluntarily make such reports. Information from OPM is the only means available for verifying receipt and amount of civil service pensions. The most

cost effective and efficient way to obtain pension information is via the computer match.

B. Match Results and Cost Benefit Analysis

RRB uses this information to compute the correct railroad retirement benefit amount. The information allows RRB to make benefit adjustments timely and accurately, in an effort to avoid underpayment and overpayments.

The results of the 2019 match, the latest year data compiled, RRB identified \$66,028.62 in improper underpayments and overpayments. RRB's operating costs was \$8,271.29, with an identification to cost ratio of 8:1. OPM does not expect any savings for OPM programs to result from this matching operation. See Appendix B for the comprehensive Cost Benefit Analysis.

3. Description of the Records to Be Matched

A. Systems of Records

Once a year, in December, OPM will provide RRB with an electronic file transfer extracted from the annuity and survivor master file. The file will contain information about each new annuitant and annuitants whose pension amount has changed. Each record in the OPM file will be matched to RRB's MBF to identify employees and/or spouses who are potentially subject to Noncovered Service Pensions (NCSP) and /or PSP. The OPM systems of records has been published as OPM/Central – 1 Civil Service Retirement and Insurance Records, 64 FR 54930-02 (October 8, 1999) as replaced by 73 FR 15013-01 (March 20, 2008) and amended at 80 FR 74815 (November 30, 2015). The RRB system of records is RRB-22, Railroad Retirement, Survivor, and Pensioner System, routine use 'p', as amended by 80 FR 28018 (May 15, 2015).

OPM is authorized to disclose information to RRB under this match pursuant to routine use "(s)" of OPM System of Records OPM/Central-1. Any further or derivative use of this information without the express authority of OPM's Retirement and Benefits or as provided by the Privacy Act is prohibited.

B. Number of Records Involved

Once a year, in December, OPM will provide RRB with an electronic file transfer, which will include payment information for all civil service annuitants on the rolls (approximately 2.5 million records). The file will contain payment information on the annual cost-of-living adjustment which is payable to all of OPM's annuitants. OPM's records will be matched against approximately 1.2 million active records.

C. Specified Data Elements Used in the Match

1. The OPM file will contain the name, social security number, date of birth, civil service claim number, first potential month and year of eligibility for civil service benefits, first month, day, year or entitlement to civil service benefits, amount of current gross civil service benefits, and effective date (month, day, and year) of the civil service amount.
2. The OPM data will be matched against the social security number, name, and date of birth contained in RRB's MBF.

D. Starting and Completion Dates

The matching program will begin and end according to the provisions of Article IX. The actual match will take place once a year, no later than 30 days following the file transfer.

4. Verification and Opportunity to Protest

A. Verification

RRB will take no adverse action regarding individuals identified through the matching process solely based on information obtained from the match. RRB will contact the claimant or beneficiary to develop necessary evidence to verify the match results.

RRB will consider the information provided by OPM to be verified if the beneficiary does not protest within 30 days after the beneficiary is notified of the proposed adverse action. The beneficiary will be advised that failure to respond within 30 days signifies that data provided by OPM is correct.

B. Opportunity to Protest

Before taking any adverse action based on the information received from the match, RRB agrees to provide all the beneficiaries for whom RRB decides such adverse action is necessary with the following information.

1. RRB has received civil service benefit and payment data indicating that the beneficiary is receiving a specific civil service annuity based on noncovered earnings which, by law, requires a reduction in the railroad retirement benefit.

2. The effective date of the railroad retirement benefits adjustment and/or any overpayment that may have occurred or may result.
3. The beneficiary has 30 days to contest the adverse decision.
4. Failure to respond to the notice will be considered justification for taking adverse action.

5. Accuracy Assessments

Based on a sample review, OPM’s annuity file is estimated to be 95 percent accurate. The matching of the identification data with RRB’s MBF is estimated to be 99 percent accurate. RRB records are virtually 100 percent accurate when they are created. RRB notifies the beneficiary of the annuity amounts provided by OPM, which will reduce RRB benefits. There is no indication that, as a result of this beneficiary contact, the amounts provided by OPM via the match are inaccurate.

**APPENDIX B
COST BENEFIT ANALYSIS**

Objective	Match the Office of Personnel Management's (OPM) civil service benefit data with the Railroad Retirement Board's (RRB) records of beneficiaries receiving employee and/or spouse benefits which are subject to reduction when the beneficiary is also receiving a government pension based on noncovered employment. RRB will match the OPM data to verify information provided (or identify information that should have been provided) by RRB beneficiaries at the time of initially applying for Railroad Retirement benefits and on a continuing basis to ensure that any reduction in Railroad Retirement benefits is based on the current OPM pension amount.
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Current Process with OPM Match	RRB is required to reduce the RRB benefits of annuitants receiving government pensions based on their own noncovered earnings. At the time of annual COLA in December, RRB estimates the amount of each OPM pension COLA and reduces corresponding RRB annuities accordingly. When the matching program is performed in the following month in January, the estimated OPM pension amounts are compared with the actual amounts from OPM's transmitted records.
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Alternate Process If the computer matching agreement between OPM and RRB were not in place, RRB would request OPM benefit information from the affected RRB annuitants. RRB currently gets non-OPM pension information based on noncovered earnings this way.

Past analyses have shown that requesting OPM pension information from RRB employee annuitants, and spouse annuitants where the portion of the annuity subject to reduction has been reduced to \$0, is not worthwhile. The remainder of the spouse annuitants, where the portion of the annuity subject to reduction has not been reduced to \$0, numbers less than 600 and would be monitored annually with questionnaires.

Cost and Benefits The attached exhibit summarizes the information contained in this document. The data show the results of the actual costs and benefits for FY 2019.

Identified
Tape Match
Benefits

At the time this document is being written, the year 2021 computer match for 2020 data was run, although the results have not been fully analyzed.

In 2019, we identified total payment errors of \$66,028.62. This is a combined amount of \$100,017.40. We have corrected these errors and have collected or have begun collecting any overpayments detected.

Tape Match
Costs

Retirement examiner costs for 2019 were computed based on a 90-minute allowance to process each of the 18 identified payment error cases. At a GS10, step 5 hourly rate of 34.05 with a 32.47% additional allowance for benefits this computed to a total cost of \$1,217.86.

Recommendations

We recommend that the RRB/OPM matching program be computed based on a 59-minute allowance to process each of the 51 identified payment error cases. At a GS10, step 5 hourly rate of 34.05 with a 32.47% additional allowance for benefits this computed to a total cost of \$2,300.41.

Survivor
examiner costs
for 2019 were

In addition, the Policy and Systems analyst spent approximately 80 hours per year in liaison with OPM and with the RRB's Bureau of Information Services, running the program, testing and loading the data to USTAR, and analyzing the results of the Match. Based on the analyst's GS-12/4 pay rate, the analyst was \$4,753.02.

The total examiner and analyst cost was \$8,271.29.

Costs to
Benefits

We identified \$66,028.62 of improper payments; the RRB spent a total of \$8,271.29. Our ratio was \$7.98 detected for each \$1.00 spent. Comparison

continued.

The matching program helps us provide better service to our annuitants. We can identify improper payments more timely and accurately; and therefore, execute corrections more timely and accurately. Also, annuitants no longer need to complete annual questionnaires regarding their OPM benefits. Furthermore, the matching program is consistent with the National Performance Review's instruction to exchange information, coordinate efforts, and share solutions with other agencies.

EXHIBIT	
	2019 COSTS AND BENEFITS
BENEFITS	
IMPROPER PAYMENTS	
Underpayments	17.25
Overpayments	66,011.37
TOTAL	\$66,028.62
COSTS	
Retirement Examiners	1,217.86
Survivor Examiners	2,300.41

Analyst	4,753.02
TOTAL	\$8,271.29
COST\BENEFIT RATIO	8 : 1