

**Computer Matching Agreement
between the
United States of America, Railroad Retirement Board
and the
State of [state]**

I. **Purpose.** This computer matching agreement is between the United States Railroad Retirement Board (RRB), an Independent Federal Executive Agency and the State of [state]. This agreement sets forth the terms and conditions under which each party will provide information needed to conduct computer matching activities to detect improper Railroad Unemployment Insurance Act (RUIA) payments.

II. **Legal Authority.** This Agreement supersedes all existing or previous agreements made between the parties concerning the use or disclosure of confidential information. Where there is conflicting language between this Agreement and any existing or previous agreements, this Agreement shall take precedence.

A. This agreement is executed in compliance with the following laws or regulations:

- (1) Privacy Act of 1974, [5 U.S.C. §552a\(o\)](#),
- (2) Grants to States for Unemployment Compensation Administration, [42 U.S.C. §503\(c\)\(1\)](#),
- (3) The Federal Information Security Management Act, [44 U.S.C. §§3551-59](#),
- (4) Railroad Unemployment Insurance Act, [45 U.S.C. §362\(f\)](#),
- (5) Code of Federal Regulations, Employee Benefits, Railroad Retirement Board, [20 C.F.R. §200.8\(g\)](#),
- (6) Code of Federal Regulations, Employee Benefits, Federal-State Unemployment Compensation Program, [20 C.F.R. §603.6\(b\)\(2\)](#), and
- (7) [Insert any relevant State law/code/regulations here]

III. **Definitions.**

A. **Breach.** Means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic.

B. **Confidential Information.** Means all information obtained from this Agreement or previous agreements, except for information which is aggregated and from which no identifying particular about any individual or any employing unit can be ascertained, either in isolation or when considered with other data.

Confidential Information includes, but is not limited to, information about employees, benefit amounts and history, unemployment insurance payments, unemployment claims, employer history, salaries, wage histories, addresses, federal employer identification numbers and social security numbers.

- C. DIB. Means the RRB's Data Integrity Board. By law ([5 U.S.C. §552a\(u\)](#)), the DIB is required to approve all computer matching agreements.
- D. Disclose and Disclosure. Means the release of information or data by the RRB, with or without the consent of the individual or individuals to whom the data pertains.
- E. Disclosure to Third Parties. Means disclosure of RRB owned information to any other person or entity whose access is not specifically authorized in this agreement.
- F. Federally Owned Information. Means information that the RRB or another Federal agency is legally authorized to collect, control and maintain from entities.
- G. FIPS. Means Federal Information Processing Standards. All Federal agencies or organizations that process federally owned information must comply with these standards.
- H. NIST. Means the National Institute of Standards and Technology. NIST sets the information security requirements for Federal agencies that do not process national security information.
- I. PII. Means Personally Identifiable Information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc. alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
- J. Recipient Agency. Means the RRB, the entity that is receiving records from the State of [state] for their use.
- K. Records. Means recorded information derived in whole or in part from the information received from this Agreement or prior agreements, regardless of the format of the information and regardless of whether the information is an original or a copy. Information which is aggregated and excluded from the definition of "Confidential Information" is not included in this definition.
- L. Redisdisclosure. Means transfer or disclosure of Confidential Information to any other person or entity whose access to Confidential Information is not specifically authorized in this Agreement, even if that person or entity has a contractual relationship with RRB. The provisions of this Agreement prohibiting redisdisclosure

apply to Confidential Information that is available from other sources, if that information was in fact obtained from the source agency pursuant to this or a prior agreement.

- M. Routine Use. Means a disclosure under the Privacy Act of a record or records in a system of records for a use that is compatible with the purpose that it was collected for. Federal agencies may disclose records in a system of records, without the consent of the individual if it is permissible by law, regulation, or if they have published a routine use in the *Federal Register*.
- N. RRB. Means the United States Railroad Retirement Board, an independent agency in the executive branch of the United States Government which is charged with the administration of the Railroad Retirement Act ([45 U.S.C. §231](#) et. seq.) and the Railroad Retirement Unemployment Insurance Act ([45 U.S.C. § 362\(f\)](#) et. seq.).
- O. Safeguard. Means generally accepted industry administrative, physical, or technical measures used to protect the confidentiality, integrity and availability of records.
- P. SOR. Means System of Records. The Privacy Act requires a system of records for any information the RRB collects from living individuals that allows retrieval from the use of a unique identifier, such as an SSN.
- Q. SORN. Means the System of Records Notice. The RRB is required by the Privacy Act to publish this notice in the Federal Register for any systems of records it proposes to create or modify. The public has 30 days to comment on the notice before it becomes effective.
- R. Source Agency. Means the State of [state], the agency disclosing records for use in this information sharing exchange.
- S. SSN. Means Social Security Number.

IV. Information to be Shared.

- A. RRB. The RRB as the recipient agency will provide social security numbers of individuals who received benefits under the Railroad Unemployment Insurance Act (RUIA) that it wants matched against the State's employment and unemployment records.
- B. State of [state]. For all claimant social security numbers that match the records provided by the RRB, the State will provide:
 - (1) Earnings information:
 - (a) employee's name,
 - (b) employer's:

- (i) name,
 - (ii) address,
 - (iii) identification number,
 - (c) calendar quarters,
 - (d) amount of earnings, as reported by the employers for the claimant during the specified two calendar quarters, and
- (2) Any state unemployment benefits that were paid to the claimant during the specified two calendar quarters.

V. **Authority to Request Information.** The Railroad Retirement Board is authorized to request and receive this information from State entities by:

- A. Grants to States for Unemployment Compensation Administration, [42 U.S.C. §503\(c\)\(1\)](#),
- B. Railroad Unemployment Insurance Act, [45 U.S.C. 362\(f\)](#), and
- C. Code of Federal Regulations, Employee Benefits, Federal-State Unemployment Compensation Program [20 C.F.R. §603.6\(b\)\(2\)](#).

VI. **Federal Register Notices.**

- A. Privacy Act Systems of Records Notice. [RRB-21](#), *Railroad Unemployment and Sickness Insurance Benefit Systems*, System of Records, routine use (t) states that we may use beneficiary identifying information to conduct computer matching with state agencies.

We published our notice in the Federal Register on July 26, 2010, with an effective date of September 24, 2010. The *Federal Register* citation is: [FR Vol 75, No 142, pg 43725](#)

- B. Computer Matching Notice. We published our notice in the *Federal Register* on July 7, 2023, with an effective date of August 7, 2023.

The *Federal Register* citation is: [FR Vol 88, No 129, pg 43403-43404](#).

- C. Required State Notices. State agencies are required by [20 C.F.R. §603.11](#) to notify both claimants and employers that confidential unemployment compensation information may be used for (among other things) verification of eligibility for other government programs (computer matching.)

VII. **Records.**

- A. Number of Records. The RRB will disclose approximately [number] records containing the requested information as part of this agreement.
- B. Frequency. The RRB will conduct this match semi-annually.

- C. Method of Exchange. The RRB will exchange this information via secure electronic file transfer. The RRB preferred method is via Secure File Transfer Protocol (SFTP).

Use of an alternate technology to securely transfer electronic files requires prior approval from the RRB Chief Security Officer.

- D. Records Layout. See Appendix D to the records layout.

VIII. Costs and Reimbursement.

- A. RRB agrees to reimburse the State of [state] for its expenses in providing the requested data, as required by:

- (1) [42 USC §503\(c\)\(1\)](#),
- (2) [45 USC §362\(f\)](#),
- (3) [20 C.F.R. §603.8\(d\)](#), and
- (4) Do so within 60 days of receiving the invoice.

- B. The State of [state] agrees to:

- (1) Mail an invoice detailing the costs of processing, compiling, and delivering the requested data for that disclosure,
- (2) Provide estimates of any unusual or non-recurring costs sufficiently in advance for RRB to review and plan,
- (3) The cost for providing the data shall be calculated in accordance with the cost principles and administrative requirements of:
 - (a) [29 C.F.R. Part 97](#),
 - (b) [2 C.F.R. Part 225](#), Previously Office of Management and Budget Circular No. A-87 (Revised),
 - (c) [20 C.F.R. §603.8\(d\)](#), and
- (4) May terminate this Agreement upon reasonable notice if RRB fails to pay in accordance with [31 U.S.C. §§3901-3907](#).

IX. Security Requirements.

- A. Purpose.

Both parties acknowledge that they must comply with Federal laws and regulations regarding information security as a condition of this exchange.

While each party is responsible for all required information security measures; key elements are listed below.

- B. Administrative Safeguards. Both parties will:

- (1) Have an authorized representative sign Appendix A, certifying that the appropriate staff in their agency understands these safeguarding requirements,

- (2) Restrict access to the records provided to them by the RRB to only those authorized staff who require it to perform their official duties in connection with the uses allowed by law, regulations or in this agreement,
- (3) Inform those authorized staff of the confidential nature of this information, the safeguards required to protect the records, and the administrative, civil and/or criminal sanctions for noncompliance contained in applicable Federal laws, and
- (4) To notify the other party of any major change in system hardware, software, procedure, or policy that may impact on the secure exchange or storage of confidential information provided under this agreement.

C. Physical Safeguards. Both parties will:

- (1) Store any records provided by the other party in an area that is physically secure from access by unauthorized persons at all times,
- (2) Limit access to the record storage area to authorized staff members who must display or use an approved identification card or electronic key card to gain access to the restricted area, and
- (3) Allow only authorized staff to transport provided records and then only by using appropriate safeguards to prevent unauthorized access to the information while it's in transit.

D. Technical Safeguards. Both parties will:

- (1) Use only FIPS 140-2 validated secure electronic data transfer application,
- (2) Use a strong passphrase/password for encryption of the data. A strong passphrase/password is at [REDACTED] characters long, and has at least two of each of these attributes:
 - (a) Upper case letters,
 - (b) Lower case letters,
 - (c) Numbers, and
 - (d) Symbols,
- (3) Transmit the passphrase/password to the other party by:
 - (a) Telephone,
 - (b) Fax, or
 - (c) Secure (encrypted) email using digital certificates,
- (4) The State will ensure that any records stored on portable or mobile platforms will be encrypted with a FIPS 140-2 certified product, and
- (5) The RRB will not store any records on portable or mobile platforms, with the exception of backup tapes.

E. RRB Specific. The RRB will ensure that any staff member that requires access to this confidential information will have appropriate safeguarding training before being granted access and added to Appendix C, Authorized Users.

X. Records Safeguarding.

A. Ownership.

- (1) Each party retains ownership of those elements that are unique to and could only be provided by them, and
 - (2) Other shared data elements that are not unique to one party, will fall under common ownership. Examples of common data elements are names, addresses, social security numbers, etc.
- B. Retention.
- (1) Both parties will maintain each other's records only until such time that the records are no longer necessary, and
 - (2) At that point the records will be securely disposed of.
- C. Disposal.
- (1) Both parties will securely dispose of any provided records when they are no longer required, and
 - (2) Secure disposal must meet or exceed [NIST SP 800-88 Rev. 5](#), *Guidelines to Media Sanitization* requirements.
- D. Duplication. Neither party is authorized to duplicate each other's provided records other than for backup tapes as required for disaster recovery.
- E. Test Data. Neither party is authorized to use the other parties provided records for the use in any testing or test database, or for any other purpose not listed in this agreement.
- F. Disclosure. Both parties agree to:
- (1) Not to disclose any Confidential Information to any other agency, entity, contractor, or person except as authorized by law, regulation or this Agreement, or
 - (2) Not to allow the duplication or dissemination of Confidential Information within its own organization, except as necessary to fulfill the stated purpose of this Agreement, and
 - (3) Any disclosures will be in compliance with:
 - (a) [20 C.F.R. §200.5](#), and
 - (b) [20 C.F.R. §603.9\(b\)](#).
- G. Redisclosure of unemployment compensation information to the RRB is authorized by:
- (1) [42 U.S.C. 503\(c\)\(1\)](#), and
 - (2) [20 C.F.R. §603.6\(b\)\(2\)](#).
- H. In the event of a conflict between any of the statutory provisions agreed in this Agreement, the parties agree that the statute that provides the most protection for Confidential Information will control as to the disclosure or nondisclosure of such information.

- I. The RRB is authorized by [20 C.F.R. 200.8\(g\)](#) to disclose records to multiple entities, but the most common for this agreement are:
 - (1) Any State agency employee who is lawfully authorized with administration of unemployment benefits,
 - (2) Any law enforcement agency, information necessary to investigate or prosecute criminal activity in connection with claims for benefits under the Railroad Retirement Act, Railroad Unemployment Insurance Act, or any other Act the Board may be authorized to administer, and
 - (3) Any RRB employee who requires the information to perform their official duties.

- J. Violations. Both parties agree that, if any violations or suspected violations of this Agreement pertaining to the use, duplication, or redisclosure of Confidential Information are discovered:
 - (1) They will report such violations to the other party immediately where possible, and in all cases within two working days, and
 - (2) Take necessary steps to notify the individuals whose information has been disclosed as deemed appropriate by both parties.

XI. Security Incidents.

- A. Background. The RRB is required to follow privacy breach notification policies and procedures as dictated by the Office of Management and Budget, memorandum [M-17-12](#).

- B. The State of [state] will also comply with those safeguarding and breach notification provisions.

- C. Incident Reporting.
 - (1) Either party will notify the other within one hour of detection or report of any potential or actual security incident or privacy breach involving any unique data shared in this agreement, and
 - (2) See Appendix A for security contact information.

- D. Breach Notification.
 - (1) Breach notification, associated costs and remedies are the responsibility of the party where the breach occurred, and
 - (2) Whichever party owns the data retains the right to decide if a breach occurred.

XII. Audits.

- A. Audits. Both parties agree that:
 - (1) Each party has the right to perform on-site audits to verify that the safeguard measures are in place to protect the records being provided to them,

- (2) Each party has the right to conduct an immediate audit if they believe there is, or is about to become a breach of the safeguarding provisions of this agreement,
- (3) Each party will monitor those persons with access to Confidential Information to:
 - (a) Determine whether the job responsibilities of those persons continue to require access,
 - (b) To immediately remove access for any person who is determined to no longer need it, and
 - (c) To take all necessary steps to ensure that any records which are in the possession or control of such persons are timely destroyed as provided in this Agreement,
- (4) Either party will implement, within a reasonable time, any audit recommendations made, or
- (5) This agreement will be cancelled if either party cannot, in good faith, implement any of those audit recommendations.

B. Conduct of Audits. Both parties agree that:

- (1) Such audits will be announced at least five business days in advance and the party requesting the audit will pay for travel and associated costs for any staff it sends, and
- (2) Both parties will conduct such audits with the goal of minimizing disruptions to the other's operations.

C. Audit Results. Both parties agree that:

- (1) Either party will implement, within a reasonable time, any audit recommendations made, or
- (2) This agreement will be cancelled if either party cannot, in good faith, implement any audit recommendations.

XIII. Effective Date, Duration, Modification, Renewal or Termination of this Agreement.

A. General. The Privacy Act of 1974, [5 U.S.C. §552a](#) dictates the requirements for:

- (1) Effective Date - 5 U.S.C. §552a(u)(3)(a),
- (2) Duration - 5 U.S.C. §552a(o)(2)(C), and
- (3) Renewal – 5 U.S.C. §552a(o)(2)(D).

B. Effective Date. This agreement is effective upon:

- (1) Receiving signatures from all parties, and
- (2) Final approval by the RRB Data Integrity Board.

C. Duration.

- (1) This agreement is valid for up to 30 months upon receipt of appropriate signatures from both parties with final approval from the RRB Data Integrity Board.

- (2) The 30 month duration of the agreement is broken down as follows:
 - (a) This agreement is valid for 18 months from the date of RRB Data Integrity Board Approval.
 - (b) The RRB Data Integrity Board may conduct an automatic, one-time re-approval for an additional 12 months providing that both sides certify that:
 - (i) The information sharing agreement requires no changes, other than responsible staff, and
 - (ii) The information sharing has been conducted in compliance with this agreement.

- D. **Modifications.** If either party determines that a modification to this agreement is necessary:
 - (1) They will communicate what the requested change(s) are to the other party,
 - (2) The RRB will provide an updated agreement incorporating the changes if both parties agree to them,
 - (3) The RRB Data Integrity Board must approve any requested change, other than minor name changes listed below, and
 - (4) Either party may make changes to Appendixes A and C without requiring a new contract. Notification of the other party by email of the change is sufficient.

- E. **Renewal.**
 - (1) Six months prior to its expiration, the RRB will begin the renewal process, and
 - (2) The renewal contract will require final approval of the RRB Data Integrity Board.

- F. **Termination.** Either party may terminate this agreement for:
 - (1) Any reason, upon providing 30 day advance written notice, or
 - (2) May immediately terminate this agreement without providing advanced notice if it reasonably believes that the other party has breached any term of this agreement.

XIV. Criminal and Civil Penalties. The RRB and [state] acknowledge that they, and their employees, are subject to criminal and civil penalties for failure to comply with federal and state law requiring that information be kept confidential and prohibiting the unauthorized redisclosure of confidential information.

XV. Other Provisions.

- A. **Severability of Provisions.** If any provision of this agreement is found to be inoperative, unenforceable, void, or invalid by any court or tribunal of competent jurisdiction, such provision is considered severable, and such finding shall not affect the validity, enforceability, or operation of any other provision of this agreement.

B. Choice of Law.

- (1) Any disputes under this agreement shall be governed by the laws of the United States of America, and
- (2) The RRB and [state] acknowledge that they, and their employees, are subject to criminal and civil penalties for failure to comply with federal and state law requiring that information be kept confidential and prohibiting the unauthorized redisclosure of confidential information.

XVI. **Appendixes.** This agreement has the following appendixes:

Appendix A – Confidentiality Agreement,
Appendix B – Contact Information,
Appendix C – Authorized RRB Officials, and
Appendix D – Records Layout.

XVII. Signatures.

- A. Authorized Signatures. The signatories below warrant and represent that they have the competent authority on behalf of their respective organization to enter into the obligations stated in this agreement, and
- B. Facsimile Signatures. The use of facsimile or electronic image copies of the ink signatures on this page is considered legally sufficient.

For the UNITED STATES RAILROAD RETIREMENT BOARD:

_____	_____
Janet M. Hallman	Date
Director of Program Evaluation and Management Services U.S. Railroad Retirement Board 844 North Rush Street Chicago, IL 60611 Phone: [REDACTED]	

For the STATE OF [STATE]:

_____	_____
Name	Date
[title]	
[department]	
[address]	

Appendix A: Confidentiality Agreement.

Certification.

I acknowledge that all persons who will have access to the sensitive information provided to or from the other party will:

- Be instructed on proper safeguarding measures,
- Will comply with the provisions of this agreement,
- Understand that they can be held personally responsible for any violations of the privacy act that they commit, and
- Will promptly report any potential or actual breach, or infraction of this agreement to the other party.

Certified by: For the UNITED STATES RAILROAD RETIREMENT BOARD:

Chad Peek
Chief Privacy Officer
Bureau of Information Services
844 North Rush Street
Chicago, IL 60611


Date

Certified by: For the STATE OF [STATE]:

[name]
[title]
[department]
[address]
Phone:
Fax:
Email:

Date

Appendix B: Contact Information

RRB Contacts:

Agreement Issues:

Emmanuel Cordoba
Program Integrity Specialist
Office of Programs
U.S. Railroad Retirement Board
844 North Rush Street
Chicago, IL 60611



System Issues:

Tony Nguyen
Acting Supervisor, Network Systems
Bureau of Information Services
U.S. Railroad Retirement Board
844 North Rush Street
Chicago, IL 60611



Security Issues:

Jerry Gilbert
Chief Security Officer
Bureau of Information Services
U.S. Railroad Retirement Board
844 North Rush Street
Chicago, IL 60611



Privacy Issues:

Chad Peek
Chief Privacy Officer
Bureau of Information Services
U.S. Railroad Retirement Board
844 North Rush Street
Chicago, IL 60611



Appendix B: Contact Information, Continued

State of [state]:

Agreement Issues:

[name]

[title]

[department]

[address]

Phone:

Fax:

Email:

System Issues:

[name]

[title]

[department]

[address]

Phone:

Fax:

Email:

Security Issues:

[name]

[title]

[department]

[address]

Phone:

Fax:

Email:

Appendix C: Authorized Staff

The staff members listed below are employed by the Railroad Retirement Board and have the authority to request, access, use, or dispose of information in accordance with the conditions of this agreement:

Name: Claudio R. Trento
Title: Program Integrity and Evaluation Specialist

Name: Emmanuel Cordoba
Title: Program Integrity and Evaluation Specialist

Name: Diane L. Nason
Title: Information Technology Specialist

Name: Jay Nussbaum
Title: Information Technology Specialist

Appendix D: Records Layout, Continued

Data Element	Layout
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]