

**POSTAL SERVICE****Product Change—Priority Mail Negotiated Service Agreement**

**AGENCY:** Postal Service™.  
**ACTION:** Notice.

**SUMMARY:** The Postal Service gives notice of filing a request with the Postal Regulatory Commission to add a domestic shipping services contract to the list of Negotiated Service Agreements in the Mail Classification Schedule's Competitive Products List.

**DATES:** *Effective date:* August 18, 2016.

**FOR FURTHER INFORMATION CONTACT:** Elizabeth A. Reed, 202–268–3179.

**SUPPLEMENTARY INFORMATION:** The United States Postal Service® hereby gives notice that, pursuant to 39 U.S.C. 3642 and 3632(b)(3), on August 12, 2016, it filed with the Postal Regulatory Commission a *Request of the United States Postal Service to Add Priority Mail Contract 232 to Competitive Product List*. Documents are available at [www.prc.gov](http://www.prc.gov), Docket Nos. MC2016–178, CP2016–257.

**Stanley F. Mires,**  
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[FR Doc. 2016–19707 Filed 8–17–16; 8:45 am]

**BILLING CODE 7710–12–P**

**POSTAL SERVICE****Product Change—Priority Mail Express Negotiated Service Agreement**

**AGENCY:** Postal Service™.  
**ACTION:** Notice.

**SUMMARY:** The Postal Service gives notice of filing a request with the Postal Regulatory Commission to add a domestic shipping services contract to the list of Negotiated Service Agreements in the Mail Classification Schedule's Competitive Products List.

**DATES:** *Effective date:* August 18, 2016.

**FOR FURTHER INFORMATION CONTACT:** Elizabeth A. Reed, 202–268–3179.

**SUPPLEMENTARY INFORMATION:** The United States Postal Service® hereby gives notice that, pursuant to 39 U.S.C. 3642 and 3632(b)(3), on August 12, 2016, it filed with the Postal Regulatory Commission a *Request of the United States Postal Service to Add Priority Mail Express Contract 41 to Competitive Product List*. Documents are available at [www.prc.gov](http://www.prc.gov), Docket Nos. MC2016–180, CP2016–259.

**Stanley F. Mires,**  
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[FR Doc. 2016–19695 Filed 8–17–16; 8:45 am]

**BILLING CODE 7710–12–P**

**POSTAL SERVICE****Product Change—First-Class Package Service Negotiated Service Agreement**

**AGENCY:** Postal Service™.  
**ACTION:** Notice.

**SUMMARY:** The Postal Service gives notice of filing a request with the Postal Regulatory Commission to add a domestic shipping services contract to the list of Negotiated Service Agreements in the Mail Classification Schedule's Competitive Products List.

**DATES:** *Effective date:* August 18, 2016.

**FOR FURTHER INFORMATION CONTACT:** Elizabeth A. Reed, 202–268–3179.

**SUPPLEMENTARY INFORMATION:** The United States Postal Service® hereby gives notice that, pursuant to 39 U.S.C. 3642 and 3632(b)(3), on August 12, 2016, it filed with the Postal Regulatory Commission a *Request of the United States Postal Service to Add First-Class Package Service Contract 60 to Competitive Product List*. Documents are available at [www.prc.gov](http://www.prc.gov), Docket Nos. MC2016–176, CP2016–255.

**Stanley F. Mires,**  
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[FR Doc. 2016–19694 Filed 8–17–16; 8:45 am]

**BILLING CODE 7710–12–P**

**POSTAL SERVICE****Privacy Act of 1974, Computer Matching Program—United States Postal Service and the Defense Manpower Data Center, Department of Defense**

**AGENCY:** Postal Service.  
**ACTION:** Notice of Computer Matching Program—United States Postal Service and the Defense Manpower Data Center, Department of Defense.

**SUMMARY:** The United States Postal Service® (USPS®) plans to continue to participate as a recipient agency in a computer matching program with the Defense Manpower Data Center (DMDC), Department of Defense (DoD) as the source agency. The purpose of this program, and associated computer matching agreement (Agreement), is to enable the DMDC to determine whether members of the Ready Reserve, Standby Reserve, or the Retired Reserve of the Armed Forces of the United States are eligible for the TRICARE Reserve Select Program (TRS) or TRICARE Retired Reserve Program (TRR). Specifically, this program is intended to identify TRS and TRR recipients who are eligible for, or who are receiving, health coverage under Federal Employee Health Benefits

(FEHB), and on the basis of these findings and subsequent investigation, to terminate TRS and TRR benefits if appropriate.

**DATES:** The matching program will begin on the effective date of the Agreement. The effective date is the expiration of a 40-day review period by Office of Management and Budget (OMB) and Congress or 30 days after the date of publication of this notice, whichever is later. The matching program will be valid for a period of 18 months after this date.

**ADDRESSES:** Written comments on this proposal should be mailed or delivered to the Privacy and Records Office, United States Postal Service, 475 L'Enfant Plaza SW., Room 9431, Washington, DC 20260. Copies of all written comments will be available at the above address for public inspection and photocopying between 8 a.m. and 4 p.m., Monday through Friday.

**FOR FURTHER INFORMATION CONTACT:** Janine Castorina, Chief Privacy Officer, (202) 268–3069 or [privacy@usps.gov](mailto:privacy@usps.gov).

**SUPPLEMENTARY INFORMATION:** The Postal Service and DMDC have agreed to conduct a computer matching program under subsection (o) of the Privacy Act of 1974, 5 U.S.C. 552a. The Postal Service is undertaking this initiative to assist the DMDC in fulfilling a mandate issued under section 706 of the John Warner National Defense Authorization Act of 2007 (NDAA of 2007) (Pub. L. 109–364), and section 705 of the National Defense Authorization Act for Fiscal Year 2010 (Pub. L. 111–84). These Acts exclude from program coverage those Selected Reserve and Retired Reserve members who are also eligible for Federal Employee Health Benefits (FEHB) under chapter 89 of title 5, U.S. Code.

The Parties to this Agreement have determined that a computer matching program is the most efficient, expeditious, and effective means of obtaining the information needed by the DMDC to identify individuals ineligible to continue enrollment in the TRS and the TRR programs. If this semiannual identification is not accomplished by computer matching, but instead done manually, the burdensome process would be cost prohibitive and it is possible that not all individuals would be identified.

The Postal Service has agreed to assist the DMDC in its efforts to identify individuals who are not entitled to receive health coverage under TRS or TRR. Currently, upon initial enrollment into TRS or TRR, service members must certify that they are not eligible for FEHB in order to purchase TRS or TRR

health care insurance coverage. The DMDC will provide semi-annual data to the Postal Service to be used in the match, including Social Security Numbers, names, and dates of birth for TRS-enrolled Selected Reservists or TRR-enrolled Retired Reservists. There are no other consolidated data sources available containing this type of information.

The DMDC will provide the Postal Service an electronic file containing personally identifiable information from system of records DMDC 02, "Defense Enrollment Eligibility Reporting System (DEERS)" as amended by 80 FR 68304 (November 4, 2015). The Postal Service will compare the DMDC electronic file with its payroll files from system of records USPS 100.400, Personnel Compensation and Payroll Records, as amended by 80 FR 11241 (March 2, 2015), routine use 7. Postal Service employee matches will be provided to the DMDC with the FEHB program eligibility and federal employment information necessary to either verify the eligibility to enroll or verify the continuing eligibility of enrolled service members.

The DMDC will update System of Record DMDC 02 with the USPS FEHB eligibility information and will provide the matching results to the responsible Reserve Component. The Reserve Component is responsible for verifying the information and making final determinations as to positive identification and eligibility for TRS or TRR benefits.

This computer match may have an adverse effect on individuals that are identified from the match. After verifying the accuracy of the matching information and determining ineligibility for coverage under TRS or TRR, the DoD will immediately notify individuals of their ineligibility for TRS or TRR and inform them at the same time about procedures for enrolling in FEHB. This process will help to alleviate or minimize any break in medical coverage.

The privacy of employees will be safeguarded and protected. The Postal Service will manage all data in strict accordance with the Privacy Act and the terms of the matching agreement. Any verified data that is maintained will be managed within the parameters of Privacy Act System of Record USPS 100.400, Personnel Compensation and Payroll Records.

The Postal Service will provide 40 days of advance notice to Congress and postal employee unions for each subsequent matching agreement. Set forth below are the terms of the matching agreement (exclusive of

attachments), which provide information required by the Privacy Act of 1974, as amended (5 U.S.C. 552a); OMB Final Guidance Interpreting the Provisions of Public Law 100-503, the Computer Matching and Privacy Protection Act of 1988, 54 FR 25818 (June 19, 1989), and OMB Circular No. A-130, Appendix I, 65 FR 77677 (December 12, 2000)).

**Stanley F. Mires,**  
*Attorney, Federal Compliance.*

**COMPUTER MATCHING AGREEMENT BETWEEN THE UNITED STATES POSTAL SERVICE AND THE DEPARTMENT OF DEFENSE**

**DEFENSE MANPOWER DATA CENTER**

*A. Supersedure*

This computer matching agreement supersedes all existing data exchange agreements or memorandums of understanding between the Department of Defense (DoD) and the United States Postal Service (USPS) applicable for determining the eligibility for the enrollment in premium based TRICARE health plans for Reserve Component (RC) Service members based on their eligibility for Federal Employees Health Benefits (FEHB) Program.

*B. Purpose of the Computer Matching Agreement*

The purpose of this agreement is to establish the conditions, safeguards, and procedures under which the USPS, an independent establishment of the executive branch of the Government of the United States, section 201 of Title 39, United States Code (U.S.C.), as the recipient agency, will receive from the DoD, the source agency, personally identifiable information pertaining to members of the Ready Reserve, Standby Reserve, and Retired Reserve of the Armed Forces of the United States. Such information will be used in a matching program for the purpose of providing the DoD with the FEHB program eligibility and Federal employment information necessary to either verify the eligibility to enroll or verify the continuing eligibility of enrolled Service members for premium based TRICARE health plans such as the TRICARE Reserve Select (TRS) Program and the TRICARE Retired Reserve (TRR) Program.

*C. Legal Authority*

This CMA is executed to comply with section 552a of Title 5 U.S.C., as amended (the Privacy Act of 1974), Public Law (PL) 100-503, the Computer Matching and Privacy Protection Act (CMPPA) of 1988, the Office of Management and Budget (OMB) Circular A-130, titled "Management of Federal Information Resources" at 61 **Federal Register** (FR) 6435, February 20, 1996, and OMB guidelines pertaining to computer matching at 54 FR 25818, June 19, 1989. The Postal Service is authorized to enter into this agreement in accordance with section 411 of Title 39, U.S.C.

Section 706 of PL 109-364, the John Warner National Defense Authorization Act

of 2007, amended section 1076d of Title 10 U.S.C. to establish the enhanced TRS Program as of October 1, 2007. Section 705 of PL 111-84, National Defense Authorization Act for Fiscal Year 2010, amended section 1076e of Title 10 U.S.C. to establish the TRR Program as of October 29, 2009. RC Service members who have continuing eligibility for the FEHB Program pursuant to chapter 89 of Title 5 U.S.C. are not eligible to enroll, or continue an enrollment, in the TRS or the TRR Program. This agreement implements the additional validation processes needed by DoD to insure RC Service members eligible for the FEHB Program may not enroll, or may not continue a current enrollment, in the TRS or the TRR Program.

*D. Definitions*

1. DoD—Department of Defense
2. USPS—United States Postal Service Payroll processing unit in Eagan, MN
3. FEHB Program—Federal Employees Health Benefits Program
4. TRS Program—TRICARE Reserve Select, a premium based TRICARE military health plan for members of the Selected Reserve of the Ready Reserve of the Armed Forces of the United States
5. TRR Program—TRICARE Retired Reserve, a premium based TRICARE military health plan for members of the Retired Reserve of the Armed Forces of the United States
6. DMDC—Defense Manpower Data Center
7. DEERS—Defense Enrollment Eligibility Reporting System
8. OASD(RA)—Office of the Assistant Secretary of Defense for Reserve Affairs
9. Recipient Agency—as defined by the Privacy Act (section 552a(a)(9) of Title 5 U.S.C.), the agency receiving the records contained in a system of records from a source agency for use in a matching program. USPS is the recipient agency.
10. Source Agency—as defined by the Privacy Act (section 552a(a)(11) of Title 5 U.S.C.), the agency which discloses records contained in a system of records to be used in a matching program. DoD DMDC is the source agency.
11. DHA—the Defense Health Agency

*E. Description of the Match Records*

Under the terms of this matching agreement, the Defense Manpower Data Center (DMDC) will provide to USPS Payroll a file of records consisting of Social Security Number (SSN), date of birth (DOB), and the name of Service members of the Ready Reserve, Standby Reserve, and Retired Reserve of the Armed Forces of the United States. DMDC will update the Defense Enrollment Eligibility Reporting System (DEERS) record of those RC Service members with FEHB Program eligibility information from the USPS response file. The Office of the Assistant Secretary of Defense for Reserve Affairs (OASD(RA)) will be responsible for providing the verified information to the RCs to aid in processing of TRS and TRR eligibility determinations.

USPS agrees to conduct two computer matches within a calendar year of the records of RC Service members provided by DMDC

matched with the information found in USPS Payroll system for permanent employees in a current pay status. USPS will validate the identification of the RC records that match with the name, SSN and DOB provided by DMDC. USPS Payroll will provide the Civilian Agency Indicator, the full FEHB Program Plan Code, a Multiple Record Indicator, and a DOB Match Indicator for those full-time employees in a current pay status. USPS Payroll will forward a response file to DMDC within 30 business days following the receipt of the initial finder file and for all subsequent files submitted.

#### F. Justification and Expected Results

1. Justification. Service members of the Selected Reserve who are eligible for the FEHB Program are ineligible to enroll in the TRS Program. Once a Selected Reserve Service member enrolls in the TRS Program, he or she maintains continued coverage until enrolling in a non-premium based TRICARE Program, makes a decision to terminate TRS coverage, or leaves the Selected Reserve voluntarily. Service members of the Retired Reserve who are eligible for the FEHB Program are ineligible to enroll in the TRR Program. Once a Retired Reserve member enrolls in the TRR Program, he or she maintains continued coverage until they reach age 60, voluntarily makes a decision to terminate the coverage, or enrolls in a non-premium based TRICARE Program. In order to effectively administer the program, DoD has a requirement for a verified source of FEHB Program eligibility to administer the TRS and the TRR Programs.

As a condition of enrollment into the TRS or the TRR Program, Service members certify they are not eligible for the FEHB Program. Since there is no mandatory termination date for TRS, and the mandatory termination date for TRR is age 60, DoD will validate the eligibility status of the member on a semiannual basis using data from the USPS Payroll. Absent the matching agreement, the enrolled RC population would be required to recertify their eligibility for the FEHB Program every year. This would be an onerous process for Service members as well as significant expense for DoD. The use of computer technology to transfer data between DMDC and USPS Payroll is faster and more efficient than the use of any other manual process to verify eligibility information for the FEHB Program.

2. Expected Results. The data from USPS Payroll will identify Service members who are eligible for the FEHB Program and will be used to prevent an enrollment in the TRS or the TRR Program if warranted, and also to identify the FEHB Program eligibility of currently enrolled Service members in the TRS and the TRR Program. The computer match between the USPS Payroll system and the DEERS could have an adverse impact on those individuals who lose their entitlement for TRS or TRR Program; however, it will have a positive impact as well. Service members are notified of the pending termination of their enrollment for TRS or TRR Program and provided information for enrollment in the FEHB Program. This matching process will help to insure the member has no break in medical coverage.

The derived benefits from this matching operation are primarily not quantifiable. DoD is responding to statute to exclude from the TRS and the TRR Programs Service members eligible for the FEHB Program. No savings will accrue to DoD as a result of this match. Eligible beneficiaries will receive care they are entitled to under the law.

#### G. Description of the Records

1. Systems of Records (SOR). DoD will use the SOR identified as DMDC 02 DoD, entitled "Defense Enrollment Eligibility Reporting Systems (DEERS) November 04, 2015, 80 FR 68304." The SSNs of RC Service members released to USPS pursuant to the routine use "6" set forth in the system notice DMDC 02 DoD. (A copy of the system notice is at Attachment 1).

2. Systems of Records (SOR). USPS Payroll provides identification of the FEHB Program status of RC Service members to validate the eligibility for the statutory requirement of the TRS and the TRR Program. Therefore, eligibility information is maintained in the SOR identified as USPS 100.400 "Personnel Compensation and Payroll Records," at 80 FR 11241, March 2, 2015, pursuant to routine use 6. (A copy of the system notice is at Attachment 2).

3. Number of Records. DMDC will submit a finder file of approximately 1.4 million records containing the SSN, name, and DOB of RC Service members for matching against the USPS Payroll, and will submit subsequent finder files on a semiannual basis thereafter. USPS Payroll will provide a reply file containing all appropriate matched responses.

4. Specified Data Elements. See Attachment 3 for a sample record format for the finder file and the reply file.

5. Operational Time Factors. DMDC will forward the initial finder file of RC Service members to USPS Payroll after the Congressional and OMB review and public comment requirements, mandated by the Privacy Act, are satisfied. USPS Payroll will provide a reply file no later than 30 business days after receipt of the initial finder file. Subsequent finder files, submitted on a semiannual basis, will receive a response within approximately 30 business days of receipt. USPS Payroll requires the reporting of the health plan semiannually: March and September, and the USPS Payroll system is usually available for use from 60 to 90 days after the end of the month. DMDC will send the finder file when the USPS Payroll system is ready to match, approximately 60 to 90 days after March and September.

#### H. Notice Procedures

The Defense Health Agency, (DHA)TRICARE Management Activity (TMA) will inform all TRS and TRR sponsors of computer matching activities at the time of enrollment by means of the encounter statement on the DD Form 2896-1, "RC Health Coverage Request Form." The DD Form 2896-1 is used to coordinate enrollment into the TRS Program or the TRR Program. RC Service members certify at the time of enrollment that they are not eligible for the FEHB Program. In order to provide direct notice to those Service members

enrolled in TRS or TRR, DMDC will first need the information from USPS Payroll to identify TRS and TRR participants who are eligible for the FEHB Program. Once DMDC receives that information, Service members enrolled in TRS and TRR identified by the USPS Payroll matching result as FEHB eligible will be notified by their RC in writing of this status. The Service members enrolled in TRS or TRR are requested to terminate TRS or TRR coverage if the USPS Payroll information is correct or to seek RC assistance to determine their proper eligibility for the FEHB Program if the USPS Payroll data is incorrect. The RCs and DHA will also provide qualifying information for TRS and TRR to RC Service members through beneficiary handbooks, pamphlets, educational materials, press releases, briefings, and via the DHA Web site.

Any deficiencies as to direct notice to the individual for the matching program are resolved by the indirect or constructive notice that is afforded the individual by agency publication in the FR of both the:

1. Applicable routine use notice, as required by section 552(e)(11) of Title 10 U.S.C. permitting the disclosure of the FEHB Program eligibility information for DoD TRS and TRR Program eligibility purposes.

2. The proposed match notice, as required by section 552(a)(e)(12) of Title 10 U.S.C., announcing an agency's intent to conduct computer matching for verification of FEHB Program eligibility for determining eligibility for TRS and TRR Program.

#### I. Verification and Opportunity to Contest Findings

1. Verification. The RCs, in support of OASD(RA), are responsible for resolving FEHB Program eligibility based on the data provided by DMDC from the USPS Payroll reply file where inconsistencies exist. Any discrepancies as furnished by USPS Payroll, or developed as a result of the match, will be independently investigated and verified by the RCs, in support of OASD(RA), prior to any adverse action being taken against the individual.

2. Opportunity to Contest Findings. Based on the DoD policy the RCs agree to provide written notice to each individual whom DoD believes is no longer eligible for the TRS or the TRR Program based on the USPS Payroll file match. If the individual fails to terminate coverage or notify the RC that the information is not accurate within 30 days from the date of the notice, DoD will forward the information to the RC Program Manager for final resolution of the TRS or the TRR enrollment.

#### J. Retention and Disposition of Identifiable Records

The electronic data sent from DMDC to the USPS ("finder file") in accordance with this matching program will remain the property of the DMDC. The USPS will destroy this finder file after the third consecutive day that it has not been accessed, when the next finder file is received, which ever date is earlier, or upon cancellation of the agreement. The electronic data that the USPS provides to DMDC resulting from the match will remain the property of the USPS. The

DMDC will destroy this file the date of the set-up of the next finder file, within 60 days of receiving the file from USPS, which ever date is earlier, or upon cancellation of the agreement. All destruction under this section will be accomplished by shredding, burning, or electronic erasure. Notwithstanding the preceding sentences, DMDC and USPS may retain the electronic data as needed to meet evidential requirements.

#### K. Security and Privacy Procedures

1. DoD will comply with all Federal requirements relating to information security, information systems security, and privacy, including the Federal Information Security Modernization Act of 2014 (FISMA), the E-Government Act of 2002, OMB memoranda related to privacy, and National Institute of Standards and Technology (NIST) directives in the Special Publications (SP) 800 series (e.g., NIST SP 800-53, Rev. 4, and NIST SP 800-37, Rev. 1). The Postal Service, as an independent establishment of the executive branch, is not required to follow the requirements identified in the preceding sentence, but will follow its security and privacy requirements and policies, including:

a. Title 39, Code of Federal Regulations, Part 268;

b. USPS Handbook AS-353—Guide to Privacy, the Freedom of Information Act, and Records Management (available at <http://about.usps.com/handbooks/as353/welcome.htm>);

c. USPS Response Plan for Information Breaches Involving Personal Information;

d. USPS Handbook AS-805, Information Technology and AS-805-H Cloud Security; and

e. the official USPS Privacy Policy (available at [www.usps.com/privacy](http://www.usps.com/privacy)).

2. Each agency shall establish appropriate administrative, technical, and physical safeguards to assure the security and confidentiality of records and to protect against any anticipated threats or hazard to their security or integrity which could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom information is maintained.

3. Data must be protected at the Moderate system certification criticality level according to Federal Information Processing Standards (FIPS) Publication 199, Standards for Security Categorization of Federal Information and Information Systems.

4. DoD and USPS have completed the security authorization process and the certification and accreditation process respectively within the last 3 years, using the required NIST guidance, and have an Authorization to Operate (ATO) and accreditation letter with the appropriate signatures.

5. 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. DoD and USPS agree that they are responsible for oversight and compliance of their own contractors and agents. DoD and USPS each reserve the right to conduct onsite inspections of any contractor or agent who

has access to matched data in order to monitor compliance with FISMA regulations during the lifetime of this CMA.

6. Access to the records matched and to any records created by the match will be restricted only to those authorized employees and officials who need it to perform their official duties in connection with the uses of the information authorized in this agreement. Further, all personnel who will have access to the data matched and to any data created by the match will be advised 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.

7. The records matched, and any records created by the match, will be processed under the immediate supervision and control of authorized personnel, to protect the confidentiality of the records in such a way that unauthorized persons cannot retrieve any such records by means of computer, remote terminal or other means.

8. All personnel who will have access to the records exchanged and to any records created by this exchange are advised of the confidential nature of the information, the safeguards required to protect the information and the civil and criminal sanctions for noncompliance contained in applicable Federal Laws.

9. USPS Payroll and DMDC may make onsite inspections, and may make other provisions to ensure that each agency is maintaining adequate safeguards.

10. The Data Integrity Boards (DIB) of USPS and DoD reserve the right to monitor compliance of systems security requirements, including, if warranted, the right to make onsite inspections for purposes of auditing compliance, during the life of this Agreement, or its 12 month extension period.

#### L. Breach Notification

1. DoD will follow PII breach notification policies and related procedures as required by OMB M-07-16, "Safeguarding Against and Responding to the Breach of Personally Identifiable Information" (May 22, 2007). Using established criteria, if in the event of a breach of PII within its control, DoD determines that the risk of harm to affected individuals or to the agency requires notification to affected individuals and/or other remedies, the DoD will carry out these remedies without cost to the Postal Service. USPS and DoD will also comply with the personally identifiable information (PII) breach reporting and security requirements as required by OMB M-06-19, "Reporting Incidents Involving Personally Identifiable Information and Incorporating the Cost for Security in Agency Information Technology Investments", and OMB M-15-01, "Fiscal Year 2014-2015 Guidance on Improving Federal Information Security and Privacy Management Practices".

2. USPS will follow USPS breach notification policies and related procedures referenced in section K(1)(c): USPS Response Plan for Information Breaches Involving Personal Information.

3. USPS and DoD also agree to notify each other as soon as possible, but no later than 24 hours, after the discovery of a suspected

or actual breach involving PII. All incidents involving confirmed or suspected breaches of PII must be reported by DoD to the U.S. Computer Emergency Readiness Team (US-CERT) within one hour of discovering the incident.

4. In addition, the agency experiencing the loss of PII will notify the other agency's Systems Security Contact named in Section S of this Agreement. If USPS is unable to speak with the DoD Systems Security Contact within 24 hours or if for some other reason notifying the DoD Systems Security Contact is not practicable (e.g., it is outside of the normal business hours), USPS will call the DoD at 831-583-4159. If DoD is unable to speak with USPS's Systems Security Contact within 24 hours, DoD will contact the USPS Computer Incident Response Team (USPSCIRT) via email at [USPSCIRT@usps.gov](mailto:USPSCIRT@usps.gov).

#### M. Records Usage, Duplication and Re-disclosure Restrictions

1. The matching files exchanged under this agreement remain the property of the providing agency and as described in Section J.

2. The data exchanged under this agreement will be used and accessed only for the purpose of determining eligibility for premium based TRICARE health plan such as the TRS and TRR Programs.

3. Neither DoD nor USPS will extract information from the electronic data files concerning the individuals that are described therein for any purpose not stated in this agreement.

4. Except as provided in this agreement, neither DoD nor USPS will duplicate or disseminate the data produced without the disclosing agency's permission. Neither agency shall give such permission unless the re-disclosure is required by law or essential to the conduct of the matching program. In such cases, DoD and USPS will specify in writing what records are being disclosed and the reasons that justify such disclosure.

#### N. Records Accuracy Assessments

DMDC estimates that at least 99% of the information in the finder file is accurate based on their operational experience. USPS Payroll is a highly reliable source of statistical data on the Postal Service workforce. However, accuracy and completeness of each data element within the individual records that comprise this aggregate are not conclusive. Findings emanating from individual records warrant further examination and verification as to its accuracy, timeliness, and completeness with the data subject.

#### O. Reimbursements and Funding

Expenses incurred by this data exchange will not involve any payments or reimbursements between USPS and DoD.

#### P. Approval and Duration of Agreement

1. This matching agreement, as signed by representatives of both agencies and approved by the respective agency's Data Integrity Boards (DIB), shall be valid for a period of 18 months from the effective date of the agreement.

2. When this agreement is approved and signed by the Chairpersons of the respective DIBs, the USPS, as the recipient agency, will submit the agreement and the proposed public notice of the match as attachments in duplicate via a transmittal letter to OMB and Congress for review. The time period for review begins as of the date of the transmittal letter.

3. USPS will forward the public notice of the proposed matching program for publication in the **Federal Register**, in accordance with section 552(a)(e)(12) of Title 5 U.S.C., the transmittal letter to OMB and Congress. The matching notice will clearly identify the record systems and category of records being used and state that the program is subject to review by the OMB and Congress. A copy of the published notice shall be provided to the DoD.

4. The effective date of the matching agreement and date when matching may actually begin shall be at the expiration of the 40 day review period for OMB and Congress, or 30 days after publication of the matching notice in the **Federal Register**, whichever is later. The parties to this agreement may assume OMB and Congressional concurrence if no comments are received within 40 days of the date of the transmittal letter. Both the 40 day OMB and Congressional review period, and the mandatory 30 day public comment period for the **Federal Register** publication of the notice will run concurrently.

5. This agreement may be renewed for 12 months after the initial agreement period as long as the statutory requirement for the data match exists, subject to the Privacy Act, including certification by the participating agencies to the responsible DIBs that:

a. The matching program will be conducted without change, and

b. The matching program has been conducted in compliance with the original agreement.

6. This agreement may be modified at any time by a written modification to this agreement. Any modification shall satisfy both parties and shall be approved by the DIB of each agency. In addition, any modification shall comply with the Privacy Act of 1974, as amended, as well as guidance issued by the Office of Management and Budget.

7. This agreement may be terminated at any time with the consent of both parties. If either party does not want to continue this program, it should notify the other party of its intention not to continue at least 90 days before the end of the then current period of the agreement. 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 the notice or at a later date specified in the notice provided the expiration date does not exceed the original or the extended completion date of the match.

#### Q. Waiver of Cost Benefit Analysis

The purpose of this matching agreement is to verify eligibility of Service members enrolling or enrolled in the TRS or the TRR Programs. By statute, such coverage may be provided if the person is not eligible for the

FEHB Program. FEHB Program eligibility can only be obtained from USPS, and without this information, a determination of continued eligibility cannot be made. Matching must occur regardless of the associated cost or anticipated benefits. Accordingly, the cost benefit is waived.

#### R. Comptroller General

The Comptroller General may have access to all records of the USPS that the Comptroller General deems necessary in order to monitor or verify compliance with the agreement.

#### S. Persons To Contact

The contacts on behalf of DoD are: Ms. Cindy Allard, Chief, Privacy, Civil Liberties, and Transparency Division, ODCMO, Directorate For Oversight And Compliance 4800 Mark Center Drive, Attn: DPCLTD, Mailbox# 24, Alexandria, VA 22350-1700, (703) 571-0070; Mr. Matthew Dubois, Deputy Assistant Secretary of Defense (Reserve Integration), 1500 Defense Pentagon, Washington DC 20301-1150, (703) 693-2232; Ms. Dena Colburn, DEERS Division, Defense Manpower Data Center, DoD Center Monterey Bay, 400 Gigling Rd., Seaside, CA. 93955-6771, (831) 583-2400 x4332; DMDC Security and Incident Response: Donna Naulivou, IA Branch Chief, Defense Manpower Data Center, 400 Gigling Road, Seaside, CA 93955-6771, 831-583-4159, [donna.m.maulivou.civ@mail.mil](mailto:donna.m.maulivou.civ@mail.mil). The contact on behalf of USPS is: Ms. Erica Hayton, Manager Benefits and Wellness Program, 475 L'Enfant Plaza SW., Washington DC 20260-4101, (202) 268-3735, (202) 268-3337 fax, [Erica.m.hayton@usps.gov](mailto:Erica.m.hayton@usps.gov); Ms. Christine Harris, Headquarters Payroll Accountant, 2825 Lone Oak Parkway, Eagan, MN 55121-9500, (651) 406-2128, (651) 406-1212 fax, [christine.a.harris@usps.gov](mailto:christine.a.harris@usps.gov); USPS Security and Incident Response: USPS Computer Incident Response Team, 1-866-877-7247, [USPSCIRT@usps.gov](mailto:USPSCIRT@usps.gov).

#### T. Approvals

Department of Defense Program Officials

The authorized program officials, whose signatures appear below, accept and expressly agree to the terms and conditions expressed herein, confirm that no verbal agreements of any kind shall be binding or recognized, and hereby commit their respective organizations to the terms of this agreement.

Matthew Dubois, Deputy Assistant Secretary of Defense, (Reserve Affairs); Mary Snaveley-Dixon, Director, Defense Manpower Data Center

Department of Defense Data Integrity Board

The respective DIBs having reviewed this agreement and finding that it complies with applicable statutory and regulatory guidelines signify their respective approval thereof by the signature of the officials appearing below.

Mr. Joo Y. Chung, Chair, Defense Data Integrity Board, Department of Defense United States Postal Service Program Official

Janine Castornina, (A) Chief Privacy Officer, Secretary, Data Integrity Board, United States Postal Service.

United States Postal Service Data Integrity Board

The respective DIBs having reviewed this agreement and finding that it complies with applicable statutory and regulatory guidelines signify their respective approval thereof by the signature of the officials appearing below.

Thomas J. Marshall, General Counsel and Executive Vice President, Chairperson, Data Integrity Board, United States Postal Service. [FR Doc. 2016-19710 Filed 8-17-16; 8:45 am]

BILLING CODE 7710-12-P

## SECURITIES AND EXCHANGE COMMISSION

[Release No. 34-78567; File No. SR-NASDAQ-2016-115]

### Self-Regulatory Organizations; The NASDAQ Stock Market LLC; Notice of Filing and Immediate Effectiveness of Proposed Rule Change To Amend Nasdaq Rule 7018

August 12, 2016.

Pursuant to Section 19(b)(1) of the Securities Exchange Act of 1934 (“Act”),<sup>1</sup> and Rule 19b-4 thereunder,<sup>2</sup> notice is hereby given that on August 10, 2016, The NASDAQ Stock Market LLC (“Nasdaq” or “Exchange”) filed with the Securities and Exchange Commission (“SEC” or “Commission”) a proposed rule change as described in Items I, II and III below, which Items have been prepared by the Exchange. The Commission is publishing this notice to solicit comments on the proposed rule change from interested persons.

#### I. Self-Regulatory Organization’s Statement of the Terms of the Substance of the Proposed Rule Change

Nasdaq is proposing to amend Nasdaq Rule 7018(a) to add a new credit tier for a combination of accessing and providing liquidity in securities of all three Tapes.<sup>3</sup>

The text of the proposed rule change is available at [nasdaq.cchwallstreet.com](http://nasdaq.cchwallstreet.com), at Nasdaq’s principal office, and at the Commission’s Public Reference Room.

<sup>1</sup> 15 U.S.C. 78s(b)(1).

<sup>2</sup> 17 CFR 240.19b-4.

<sup>3</sup> There are three Tapes, which are based on the listing venue of the security: Tape C securities are Nasdaq-listed; Tape A securities are New York Stock Exchange (“NYSE”)-listed; and Tape B securities are listed on exchanges other than Nasdaq and NYSE.