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• *NRC's Agencywide Documents Access and Management System (ADAMS)*: You may access publicly-available documents online in the NRC Library at <http://www.nrc.gov/reading-rm/adams.html>. To begin the search, select “ADAMS Public Documents” and then select “Begin Web-based ADAMS Search.” For problems with ADAMS, please contact the NRC's Public Document Room (PDR) reference staff at 1–800–397–4209, 301–415–4737, or by email to [pdr.resource@nrc.gov](mailto:pdr.resource@nrc.gov). The ADAMS accession number for each document referenced in this notice (if that document is available in ADAMS) is provided the first time that a document is referenced.

• *NRC's PDR*: You may examine and purchase copies of public documents at the NRC's PDR, Room O1–F21, One White Flint North, 11555 Rockville Pike, Rockville, Maryland 20852.

**FOR FURTHER INFORMATION CONTACT:**

Dennis M. Sollenberger, telephone: 301–415–2819; email:

[Dennis.Sollenberger@nrc.gov](mailto:Dennis.Sollenberger@nrc.gov), or Stephen Poy, telephone: 301–415–7135; email: [Stephen.Poy@nrc.gov](mailto:Stephen.Poy@nrc.gov). Both serve in the Office of Federal and State Materials and Environmental Management Programs, U.S. Nuclear Regulatory Commission, Washington, DC 20555–0001.

**SUPPLEMENTARY INFORMATION:** Since Congress added Section 274 of the Act in 1959, the Commission has entered into Agreements with 37 States that relinquished Federal authority. Under these Agreements, each State assumed regulatory authority under State law to regulate certain radioactive materials within the State. The NRC periodically reviews the performance of the Agreement States to ensure compliance with the provisions of Section 274. Congress further amended the Act in 1978 by adding a new subsection, Section 274o, which required Agreement States to specifically amend their agreements to regulate uranium mill tailings (11e.(2) byproduct material). Six Agreement States have this authority as part of their agreements. Under Section 274o of the Act, an Agreement State may adopt site-specific alternative standards with respect to sites at which ores are processed primarily for their source material content or at sites used for the disposal of Section 11e.(2) byproduct material. Before a State can adopt

alternative standards, the Commission must make a determination that the alternative standards will achieve a level of stabilization and containment of the site concerned, and the alternative standards will provide an equivalent or more stringent level of protection for public health, safety, and the environment from radiological and nonradiological hazards associated with the site. In addition, before making a determination, the NRC must provide notice and an opportunity for public hearing before approving the site-specific alternative standards.

The Commission approved a process similar to that specified in Title 10 of the *Code of Federal Regulations* (10 CFR) part 2, Subpart H, “Rulemaking,” to fulfill both provisions for notice and for opportunity for public hearing required by Section 274o of the Act. This document completes the notice and opportunity for public hearing provisions of the Act with the notice of the final Commission determination. In a memorandum dated August 21, 2011 (ADAMS Accession No. ML112010137), the NRC's Executive Director for Operations notified the Commission of the staff's intention to publish a notice and opportunity for public hearing in the **Federal Register** on the State of Colorado's proposed alternative soils standards for a 30-day comment period (76 FR 70170; November 10, 2011). The public comment period and opportunity for hearing ended on December 12, 2011. The Commission received two comment letters on Colorado's alternative soils standards proposal (ADAMS Accession Nos. ML11346A586 and ML12033A032).

The NRC staff prepared an analysis of the comments received on Colorado's proposed alternative soils standards (ADAMS Accession No. ML120330021). The first of the two commenters wrote in support of Colorado's alternative soils standards. The second of the two commenters questioned the basis for applying alternative standards and requested a clarification regarding the requirements and the use of the alternative soils standards in the decommissioning process and in transferring the Uranium mill site to the U.S. Department of Energy. The NRC staff found no deficiencies in Colorado's proposed alternative soils standards but the staff did make changes to its assessment to add clarity in response to the comments (ADAMS Accession No. ML120330018).

The Commission considered the comments submitted, the NRC staff's analysis of the comments, and the NRC staff's recommendation that the Commission approve a final

determination that Colorado's proposed alternative soils standards meet the requirements in Section 274o of the Act. The Commission has determined that the State of Colorado's proposed alternative soils standards will achieve a level of stabilization and containment of the sites concerned. They also achieve a level of protection for public health, safety, and the environment from radiological and nonradiological hazards associated with such sites that is more stringent than the level that would be achieved by existing standards and requirements. Existing standards include those promulgated by the Administrator of the EPA in accordance with Section 275 of the Act.

For the Nuclear Regulatory Commission.

Dated at Rockville, Maryland, this 7th day of June, 2012.

**Annette L. Vietti-Cook,**

*Secretary of the Commission.*

[FR Doc. 2012–14411 Filed 6–12–12; 8:45 am]

**BILLING CODE 7590–01–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® (Postal Service®) plans to participate as the 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 agreement is to verify continuing eligibility for the TRICARE Reserve Select Program (TRS) or TRICARE Retired Reserve (TRR) by identifying TRS and TRR recipients who are eligible for or receiving health coverage under Federal Employee Health Benefits (FEHB), and to terminate TRS or 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 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 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:** Jane Eyre at (202) 268-2608.

**SUPPLEMENTARY INFORMATION:**

The Postal Service and DMDC have completed an agreement 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 the John Warner National Defense Authorization Act of 2007 (NDAA of 2007) (Pub. L. 109-364) for TRS, with the Fiscal Year 2010, amended section 1076e of title 10 U.S.Code to establish the TRR Program. This Act established the enhanced TRS program as of October 1, 2007 and the TRR Program as of October 29, 2009, while excluding Selected Reserve and Retired Reserve members eligible for FEHB under chapter 89 of title 5, U.S.Code from participation in TRS or TRR.

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 the TRICARE Reserve Select and TRICARE Retired Reserve (TRR) Programs. If this identification is not accomplished by computer matching, but is done manually, the cost would be 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 that 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. Neither TRS or TRR has a termination date. The parties to this agreement have determined that a computer matching program is the most efficient, expeditious, and effective means of identifying ineligible TRS or TRR recipients that are eligible for or receiving health coverage under FEHB. Absent the matching agreement, DoD would have to recertify the enrolled population every year. Manual verification of Federal employment information would be an unnecessary

and burdensome process and a significant expense for the DoD. Additionally, it is possible that not all affected individuals would be identified. There are no other consolidated data sources available containing this type of information.

The match will compare systems of records maintained by the respective agencies from which records will be disclosed for the purpose of this computer match. The Postal Service's Personnel Compensation and Payroll Records (USPS System of Records (SOR) 100.400 as amended by 76 FR 35484 (June 17, 2011)) will be compared with a file of records of Selected Reserve and Retired Reserve members who are enrolled in the TRS or the TRR. These disclosures are authorized by a Privacy Act routine use. This routine use, identified as routine use 7, is applicable to the payroll system of records, and permits disclosures to Federal and state agencies when the record is needed by the Postal Service or another agency to determine employee participation in, and eligibility under, particular benefit programs administered by those agencies. The DMDC will use the system of records identified as DMDC 02 DoD, "Defense Enrollment Eligibility Reporting System (DEERS)", as amended by 76 FR 46757 (August 3, 2011). Routine use 22(1) provides the DoD with the FEHB eligibility and Federal employment information necessary to determine continuing eligibility for the TRS or the TRR program.

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. The Postal Service will submit to the DMDC a file of matches against the Postal Service Payroll database.

The DMDC will update the database with the Postal Service FEHB eligibility information and will provide the matching results to the responsible Reserve Component. The responsible 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 the individual of his or her ineligibility for TRS or TRR, and inform the individual 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 advance notice to Congress and the unions for each subsequent matching agreement. Set forth below are the terms of the matching agreement, which provide information required by the Privacy Act of 1974 (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, Legal Policy & Legislative Advice.*

**Computer Matching Agreement between the United States Postal Service and the Defense Data Manpower Center, Department of Defense**

**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.), and USPS Payroll, as the recipient agency, will disclose FEHB program eligibility and Federal employment information to DoD, as the source agency. This disclosure by USPS will provide 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 (Pub. L.) 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 Public Law 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 Public Law 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 Eligibility Enrollment and Reporting System
8. OASD(RA)—Office of the 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. TMA—the TRICARE Management Activity

### 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 Eligibility Enrollment 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. 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, make a decision to terminate TRS coverage, or leave 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 make a decision to terminate the coverage, or enroll 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 TRS or 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 a currently enrolled Service member 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 Eligibility Enrollment Reporting System (DEERS), August 3, 2011, 76 FR 46757." The SSNs of RC Service members released to USPS pursuant to the routine use "22a" 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 76 FR 35483, June 17, 2011, pursuant to routine use 7. (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 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 TMA 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 TMA 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

USPS Payroll will retain all personally identifiable records received from DMDC only for the period of time required for any processing related to the matching program. USPS Payroll will delete the DMDC finder file upon completion of the match. The electronic data provided as part of the matching program will remain the property of the agency furnishing the files and will be destroyed after the matching program is completed, but not more than 90 days after receipt of the electronic data except for those records that must be retained in the individual's permanent case file in order to meet evidentiary requirements. In any such case, the data is deleted once it is no longer needed. Destruction will be accomplished by shredding, burning or electronic erasure.

As soon as set up processing for the next match has been completed and any duplicated hits identified, the information generated through the match will be destroyed unless the information must be retained to meet evidential requirements.

#### K. Security Procedures

DoD and USPS Payroll will safeguard information provided under this agreement as follows:

1. 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.

2. 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.

3. The records matched and any records created by the match will be stored in an area that is physically safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.

4. 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.

5. 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.

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

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. 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.

#### **M. 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.

#### **N. Reimbursements and Funding**

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

#### **O. 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 from either agency that satisfies both parties and is approved by the DIB of each agency.

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.

#### **P. Waiver of Cost Benefit Analysis**

The purpose of this matching agreement is to verify eligibility of Service member 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.

#### **Q. Persons to Contact**

The contacts on behalf of DoD are:

Mr. Samuel P. Jenkins, Director for Privacy, Defense Privacy and Civil Liberties Office, 1901 S. Bell Street, Suite 920, Arlington, VA 22202, (703) 607-2943;

Mr. David M. Percich, Director, RC Systems and Integration, Office of the Assistant Secretary of Defense for Reserve Affairs, 1500 Defense Pentagon, Room 2E565, Washington, DC 20301, (703) 693-2238;

Ms. Dena Colburn, DEERS Division, Defense Manpower Data Center, DoD Center Monterey Bay, 400 Gigling Rd., Seaside, CA 93955-6771, (831) 583-2400 x4332.

The contacts on behalf of USPS are:

Mr. M. Alan Ruof, Manager Benefits Program, 475 L'Enfant Plaza SW., Washington, DC 20260-410, (202) 268-4187, (202) 268-3337 fax, Email: [malan.alan.ruof@usps.gov](mailto:malan.alan.ruof@usps.gov);

Ms. Christine Harris, HQ Payroll Accountant, 2825 Lone Oak Parkway, Eagan MN 55121-9500, (651) 406-2128, (651) 406-1212 fax, Email: [christine.a.harris@usps.gov](mailto:christine.a.harris@usps.gov).

**R. 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.

Ms. Jessica L. Wright, Principal Deputy Assistant Secretary of Defense for Reserve Affairs, Office of the Secretary of Defense for Reserve Affairs;

Ms. Mary Snavelly-Dixon, Director, Defense Manpower Data Center.

*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. Michael L. Rhodes, Chair, Defense Data Integrity Board, Department of Defense.

*USPS Program Officials*

Michele Mulleady, Chief Privacy Officer, Secretary, Data Integrity Board, United States Postal Service;

*USPS Data Integrity Board*

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

Mary Anne Gibbons, General Counsel and Executive Vice President, Chairperson, Data Integrity Board, United States Postal Service.

[FR Doc. 2012-14308 Filed 6-12-12; 8:45 am]

**BILLING CODE 7710-12-P**

**SECURITIES AND EXCHANGE COMMISSION**

[Release No. 34-67153; File No. SR-NYSEMKT-2012-05]

**Self-Regulatory Organizations; NYSE MKT LLC; Notice of Filing and Immediate Effectiveness of Proposed Rule Change Modifying the NYSE Amex Options Fee Schedule To Amend the Rights Fee That Is Charged to Specialists, e-Specialists and Directed Order Market Makers**

June 7, 2012.

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 May 31, 2012, NYSE MKT LLC (the “Exchange” or “NYSE MKT”) filed with the Securities and Exchange Commission (“Commission”) the proposed rule change as described in Items I, II, and III below, which Items have been prepared by the self-regulatory organization. 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 Substance of the Proposed Rule Change**

The Exchange proposes to amend the NYSE Amex Options Fee Schedule (“Fee Schedule”) to amend the Rights Fee that is charged to Specialists, e-Specialists and Directed Order Market Makers. The text of the proposed rule change is available on the Exchange’s Web site at [www.nyse.com](http://www.nyse.com), at the principal office of the Exchange, and at the Commission’s Public Reference Room.

**II. Self-Regulatory Organization’s Statement of the Purpose of, and Statutory Basis for, the Proposed Rule Change**

In its filing with the Commission, the self-regulatory organization included statements concerning the purpose of, and basis for, the proposed rule change and discussed any comments it received on the proposed rule change. The text of those statements may be examined at the places specified in Item IV below. The Exchange has prepared summaries, set forth in sections A, B, and C below, of the most significant parts of such statements.

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

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

*A. Self-Regulatory Organization’s Statement of the Purpose of, and Statutory Basis for, the Proposed Rule Change*

**1. Purpose**

The Exchange proposes to amend the Fee Schedule to amend the Rights Fee that is charged to Specialists, e-Specialists, and Directed Order Market Makers (“DOMMs”). The Exchange believes the proposed change will allow it to recoup some of the costs of listing new option classes that may not generate sufficient trading activity and, in turn, trading-related revenues.

Presently, the Exchange assesses a monthly Rights Fee to Specialists, e-Specialists, and DOMMs. The current Rights Fee is variable, based on the Average Daily National Customer Contracts traded, calculated over the prior three months, with a one-month lag. For example, the Average Daily National Customer Contracts traded for January, February, and March are used to arrive at the Rights Fee applicable to a particular option for trading in the month of May. The table below contains the Average Daily National Customer Contracts traded tiers and the associated Rights Fee:

Average national daily customer contracts per issue	Monthly base rate per issue
0 to 2,000 .....	\$75
2,001 to 5,000 .....	200
5,001 to 15,000 .....	375
15,001 to 100,000 .....	750
Over 100,000 .....	1,500

The Exchange proposes to amend the tiers and fees as follows:

Average national daily customer contracts per issue	Monthly base rate per issue
0 to 200 .....	\$250
201 to 2,000 .....	75
2,001 to 5,000 .....	200
5,001 to 15,000 .....	375
15,001 to 100,000 .....	750
Over 100,000 .....	1,500

The 0-to-200 tier will only apply to options listed after June 1, 2012. Options listed before June 1, 2012 will be “grandfathered” and, as such, subject to the monthly base rate per issue of \$75 if they fall into the 0 to 200 contract volume tier. The Exchange will publish on its Web site a list of all “grandfathered” options.

By adding a new, lower volume tier, the Exchange intends to recoup the costs associated with a new options listing that does not in turn generate sufficient trading volume and associated