

**COMPUTER MATCHING AGREEMENT  
BETWEEN  
THE DEPARTMENT OF HEALTH AND HUMAN SERVICES  
CENTERS FOR MEDICARE & MEDICAID SERVICES  
AND  
THE PEACE CORPS  
For  
VERIFICATION OF ELIGIBILITY FOR MINIMUM ESSENTIAL COVERAGE  
UNDER THE PATIENT PROTECTION AND AFFORDABLE CARE ACT  
THROUGH A PEACE CORPS HEALTH BENEFIT PLAN**

CMS Computer Matching Agreement No. 2021-15  
Department of Health and Human Services No. 2105

Effective Date — July 1, 2021  
Expiration Date — December 31, 2022

**I. PURPOSE, LEGAL AUTHORITIES, AND DEFINITIONS**

**A. Purpose**

This Computer Matching Agreement (Agreement) establishes the terms, conditions, safeguards, and procedures under which the Peace Corps will provide information to the Department of Health and Human Services (HHS), Centers for Medicare & Medicaid Services (CMS). The terms and conditions of this Agreement will be carried out by authorized officers, employees, and contractors of the Peace Corps and CMS. The Peace Corps and CMS are each a "Party" and collectively "the Parties."

Under the authority of the Patient Protection and Affordable Care Act (Public Law No.111-148), as amended by the Health Care and Education Reconciliation Act of 2010 (Public Law No. 111-152) (collectively, the PPACA) and the implementing regulations, CMS, in its capacity as operator of the Federally-facilitated Exchange (FFE) and the Federal enrollment and eligibility platform, and state Administering Entities (AEs) will use the Peace Corps' eligibility information to verify an Applicant's or Enrollee's eligibility for Minimum Essential Coverage (MEC) through a Peace Corps Health Benefits Plan. Eligibility for a Peace Corps Health Benefits Plan which meets affordability standards usually precludes eligibility for financial assistance. Such assistance includes advance payments of the premium tax credit (APTC) or cost sharing reductions (CSRs) that help consumers pay for private insurance coverage under a Qualified Health Plan (QHP) offered through the Federally-facilitated Exchange or a State-based Exchange.

The Privacy Act, as amended by the Computer Matching and Privacy Protection Act of 1988 (CMPPA) (Public Law 100-503) (5 U.S.C. § 552a) requires that parties participating in a matching program execute a written agreement specifying the

terms and conditions under which the matching program will be conducted. CMS has determined that eligibility checks conducted by AEs using the data provided to CMS by the Peace Corps constitute a "matching program" as defined at 5 U.S.C. § 552a(a)(8).

The responsible component for CMS is the Center for Consumer Information & Insurance Oversight (CCIIO). HHS/CMS will serve as the Recipient Agency and will be responsible for publishing the Federal Register notice required by 5 U.S.C. § 552a(e)(12). The Peace Corps will serve as the Source Agency in this Agreement.

By entering into this Agreement, the Parties agree to comply with the terms and conditions set forth herein and the applicable law and implementing regulations. The terms and conditions of this Agreement will be carried out by Authorized Users.

## B. Legal Authorities

The following statutes provide legal authority for, or govern, the uses, including disclosures, under this Agreement:

1. This Agreement is executed pursuant to the Privacy Act as amended by 5 United States Code (U.S.C.) § 552a and the regulations and guidance promulgated thereunder, including Office of Management and Budget (OMB) Circular A-108 "Federal Agency Responsibilities for Review, Reporting, and Publication under the Privacy Act" published at 81 Federal Register (FR) 94424 (Dec. 23, 2016), and OMB computer matching guidelines published at 54 FR 25818 (June 19, 1989).
2. Under the PPACA, certain individuals are eligible for certain financial assistance in paying for private insurance coverage under a QHP when enrollment is through an Exchange. Such assistance includes APTC, under 26 U.S.C. § 36B and section 1412 of the Affordable Care Act (42 U.S.C. § 18082), and CSRs under section 1402 of the Affordable Care Act (42 U.S.C. § 18071).
3. Section 36B(c)(2) of the Internal Revenue Code (IRC) of 1986, as added by section 1401 of the PPACA, provides that an Applicant is ineligible for APTC if he or she is eligible for MEC as defined in 26 U.S.C. § 5000A(f) other than MEC described in 26 U.S.C. § 5000A(f)(1)(C). Section 1402(f)(2) of the PPACA provides that an individual is ineligible for CSRs if the individual is not also eligible for the premium tax credit for the relevant month.

4. Section 1331 of the PPACA (42 U.S.C. § 18051) authorizes the Basic Health Program (BHP) and requires each state administering a BHP to verify whether an individual is eligible for certain MEC such as a Peace Corps Health Benefits Plan (see implementing regulations at 45 CFR § 155.320(d)).
5. Section 1411 of the PPACA (42 U.S.C. § 18081) requires the Secretary of HHS to establish a program to determine an individual's eligibility to purchase a QHP through an Exchange and to determine eligibility for APTC and CSRs. The system established by HHS under section 1411(c)(4)(B) and (d) to determine eligibility for APTC and CSRs requires an Exchange to verify whether an individual is eligible for certain eligible employer sponsored plans, such as a Peace Corps Health Benefits Plan (45 CFR § 155.320(d)), by the Peace Corps sending information to HHS/CMS for HHS/CMS to provide the response to the requesting AE through the Hub.
6. Under 45 CFR §§ 155.302 and 155.305, the eligibility determinations for APTC and CSRs may be made by an Exchange or HHS. CMS carries out the Exchange-related responsibilities of HHS (76 Fed. Reg. 4703 (Jan. 26, 2011)).
7. Under the authority of sections 1311, 1321, and 1411(a) of the PPACA (42 U.S.C. 18081), the Secretary of HHS adopted the regulation at 45 CFR § 155.330, which further addresses the requirements for an Exchange to re-determine an Applicant's eligibility for enrollment in a QHP through an Exchange and for APTC and CSRs during the Benefit Year based on certain types of changes in circumstances.
8. The Privacy Act, at 5 U.S.C. § 552a(b)(3), authorizes a Federal agency to disclose information about an individual that is maintained by an agency in a system of records, without the prior written consent of the individual, when the disclosure is pursuant to a routine use published in the applicable System of Records Notice (SORN). The Peace Corps has published a routine use in its applicable SORN which authorizes the disclosures the Peace Corps makes to CMS under this Agreement. CMS does not disclose information from its applicable system of records to the Peace Corps as part of this Agreement.
9. 22 U.S.C. § 2504(e) limits eligibility for coverage under a Peace Corps health plan to individuals currently serving as Peace Corps Volunteers.

### C. Definitions

For the purposes of this Agreement:

1. "Administering Entity" (AE) means a state Medicaid agency, Children's Health Insurance Program (CHIP), a Basic Health Program (BHP), or an Exchange administering an IAP;
2. "Advance payments of the premium tax credit" or "APTC" is defined under 45 C.F.R. § 155.20 to mean payments of the tax credit specified in § 36B of the IRC as added by § 1401 of the PPACA) which are provided on an advance basis on behalf of an eligible individual enrolled in a QHP through an Exchange in accordance with § 1412 of the PPACA. APTC is not considered Federal Tax Information under 26 U.S.C. § 6103;
3. "Applicant" means an individual who is seeking eligibility for him or herself through an application submitted to an Exchange, excluding individuals seeking eligibility for an exemption from the individual shared responsibility payment pursuant to subpart G of Part 155 of Title 45 of the Code of Federal Regulations, submitted to a BHP program, or transmitted to an Exchange by an agency administering an IAP for at least one of the following (i) enrollment in a QHP through an Exchange; or (ii) the BHP;
4. "Applicant Filer" means an Applicant, an adult who is in the Applicant's household, as defined in 42 C.F.R. § 435.603(f), or family, as defined by C.F.R. 1.36B-1(d), an Authorized Representative of the Applicant, or if the Applicant is a minor or incapacitated, someone acting responsibly for the Applicant, excluding those individuals seeking eligibility for an exemption;
5. "Authorized Representative" means an individual person or organization acting, in accordance with 45 C.F.R. § 155.227, on behalf of an Applicant or Enrollee in applying for an eligibility determination, including a redetermination, and in carrying out other ongoing communications with the Exchange;
6. "Authorized User" means an information system user who is provided with access privileges to any data resulting from this match or to any data created as a result of this match. Authorized Users include AEs;
7. "Benefit Year" means the calendar year for which a health plan purchased through an Exchange provides coverage for health benefits;
8. "Breach" is defined by OMB Memorandum M-17-12, Preparing for and Responding to a Breach of Personally Identifiable Information, January 3, 2017, as the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses

or potentially accesses personally identifiable information (PII); or (2) an authorized user accesses or potentially accesses PII for other than authorized purposes;

9. "CMS" means the Centers for Medicare & Medicaid Services;
10. "Cost-sharing reductions" or "CSRs" is defined at 45 C.F.R. § 155.20 and means reductions in cost sharing of an eligible individual enrolled in a silver level plan in the Exchange or for an individual who is an Alaskan Native/American Indian enrolled in a QHP in the Exchange. CSRs are not considered Federal Tax Information under 26 U.S.C. § 6103;
11. "Eligibility Determination" means an AE's determination of an individual's eligibility for enrollment in a QHP through an Exchange, for an IAP or for a Certification of Exemption. This includes initial determinations or redeterminations based on a change in the individual's status, and appeals;
12. "Enrollee" means an individual enrolled in a QHP through an Exchange or in enrolled in a BHP;
13. "Exchange" means a Federally-facilitated Exchange (FFE) or a State-based Exchange, including a not-for-profit exchange (SBE) established under sections 1311(b), 1311(d)(1), or 1321(c)(1) of PPACA;
14. "FFE" means Federally-facilitated Exchange, which is an Exchange established by HHS and operated by CMS under § 1321 of the PPACA;
15. "HHS" means the Department of Health and Human Services;
16. "Hub" or "CMS Data Services Hub" is the CMS managed, single data exchange for AEs to interface with Federal agency partners. Hub services allow for adherence to federal and industry standards for security, data transport, and data safeguards as well as CMS policy for AEs for eligibility determination and enrollment services;
17. "Insurance Affordability Programs" or "IAPs" include: (1) a program that makes coverage in a QHP through an Exchange with APTC; (2) a program that makes available coverage in a QHP through an Exchange with CSRs; (3) the Medicaid program established under Title XIX of the Social Security Act; (4) the Children's Health Insurance Program (CHIP) established under XXI of the Social Security Act; and (5) the Basic Health Program (BHP) established under Section 1331 of the PPACA (42 U.S.C. § 18051);
18. "Minimum Essential Coverage" or "MEC" is defined in IRC § 5000A(f), and includes health insurance coverage offered by a QHP and provided through an Exchange, an eligible employer-sponsored plan or government-sponsored

coverage such as coverage under Medicare Part A, TRICARE, or a health plan under 22 U.S.C. § 2504(e) (relating to Peace Corps volunteers);

19. "PPACA" means Patient Protection and Affordable Care Act of 2010 (Public Law No. 111-148), as amended by the Health Care and Education Reconciliation Act of 2010 (Public Law No. 111-152) (collectively, the PPACA);
20. "PII" or "personally identifiable information" is defined by OMB Memorandum M-17-12, January 3, 2017, and means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual;
21. "QHP" means Qualified Health Plan, which is a health plan that has in effect a certification that it meets the standards described in subpart C of Part 156 of Title 45 of the Code of Federal Regulations issued or recognized by each Exchange through which such plan is offered in accordance with the process described in subpart K of Part 155 in Title 45 of the Code of Federal Regulations;
22. "Recipient Agency" as defined by the Privacy Act at 5 U.S.C. § 552a(a)(9) means any agency, or contractor thereof, receiving records contained in a System of Records (SOR) from a source agency for use in a matching program;
23. "Record" is defined in the Privacy Act at 5 U.S.C. § 552a(a)(4) and means any item, collection, or grouping of information about an individual that is maintained by an agency, including but not limited to information about the individual's education, financial transactions, medical history, and criminal or employment history and that contains the individual's name, or the identifying number, symbol, or other identifying particular assigned to the individual;
24. "Security Incident" means "Incident," which is defined by OMB Memorandum M-17-12 Preparing for and Responding to a Breach of Personally Identifiable information (January 3, 2017) as an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies;
25. "Source Agency" as defined by the Privacy Act at 5 U.S.C. § 552a (a)(11) includes any agency which discloses records contained in a SOR to be used in a matching program. Peace Corps is the Source Agency in this Agreement;
26. "State-based Exchange" or "SBE" means an Exchange established and operated by a State, and approved by HHS under 45 C.F.R. § 155.105;

27. "System of Records" or "SOR" as defined by the Privacy Act at 5 U.S.C. § 552a(a)(5) and means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

## II. RESPONSIBILITIES OF THE PARTIES

### A. CMS Responsibilities

1. CMS will develop procedures through which an Applicant or Enrollee may request an eligibility determination via a single, streamlined application;
2. CMS will develop procedures through which CMS and AEs can request information from and match information with data from the Peace Corps SOR PC-17 through the Hub. CMS and AEs will only request a data match with the Peace Corps' records when necessary to make an eligibility determination, including an initial determination of eligibility, a determination based on a self-reported change, an annual re-determination, or a re-verification at the end of the inconsistency period. AEs will receive results of the data match with the Peace Corps' records through the Hub;
3. CMS and AEs will use the data received from the Peace Corps to make eligibility determinations by verifying the existence or non-existence of current coverage under a health plan under 22 U.S.C. § 2504(e);
4. CMS and AEs will receive the Peace Corps data elements through the Hub and will utilize the information provided by the Peace Corps in making eligibility determinations:
5. CMS will provide Congress and the OMB with advance notice of this matching program and, upon completion of their advance review period, will publish the required matching notice in the Federal Register;
6. CMS will enter into agreements with AEs that bind these entities, including their employees, contractors, and agents, to comply with the privacy and security standards and protections for PII, including requirements for these entities and their employees, contractors, and agents to comply with the use and disclosure limitations set forth in section 1411(g) of the PPACA (42 U.S.C. § 18081), and privacy and security standards that are consistent with the principles outlined under 45 CFR § 155.260, and privacy and security standards that are consistent with NIST Special Publication 800-53, AC-21 (Rev. 4) and the terms and conditions of this Agreement;

7. CMS will ensure the receipt of appropriate consents from Applicants and Enrollees for use of PII collected, used, and disclosed for the purposes described in this Agreement.

#### B. Peace Corps Responsibilities

The Peace Corps will provide CMS with bulk data files containing the information set out in Section IV.B for all active Peace Corps Volunteers and all Peace Corps Volunteers who left service within the last five months five (5) days a week, once per day, Tuesday morning through Saturday morning, including Federal holidays. The information will be provided by secure transfer data protocol via TLS v1.2 and FIPS 140-2 validated encryption module or better, and in accordance to NIST Special Publication (SP) 800-175B, Rev. 1.

#### C. Liability

1. Each Party to this Agreement shall be liable for acts and omissions of its own employees.
2. Neither Party shall be liable for any injury to another Party's personnel or damage to another Party's property, unless such injury or damage is compensable under the Federal Tort Claims Act (28 U.S.C. § 346(b)), or pursuant to other Federal statutory authority.
3. Neither Party shall be responsible for any financial loss incurred by the other, whether directly or indirectly, through the use of any data furnished pursuant to this Agreement.

### III. JUSTIFICATION AND ANTICIPATED RESULTS

#### A. Cost Benefit Analysis

As required by § 552a(u)(4) of the Privacy Act, a cost benefit analysis (CBA) is included as Attachment 1, covering this matching program and seven other "Marketplace" matching programs which CMS conducts with other Federal agencies and the AEs. The CBA demonstrates that monetary costs to operate the eight Marketplace matching programs are approximately \$39 million, but does not quantify direct governmental cost saving benefits sufficient to offset the costs because the Marketplace matching programs are not intended to avoid or recover improper payments. The CBA, therefore, does not demonstrate that the matching program is likely to be cost effective.

#### B. Other Supporting Justifications

Although the cost benefit analysis does not demonstrate that this matching program is likely to be cost effective, the program is justified for other reasons, as explained in this section. The Parties request each Party's Data Integrity Board (DIB) to make a determination, in writing, that the cost benefit analysis is not required, in accordance with 5 U.S.C. § 552a(u)(4)(B), and to approve the agreement based on these other supporting justifications:

1. The Marketplace matching programs have resulted in efficient and accurate consumer eligibility determinations and MEC checks, and substantially reduce the administrative burden on CMS and AEs.
2. The matching programs provide a significant benefit to the public by allowing CMS and AEs to quickly and accurately determine consumer eligibility for QHPs and IAPs while minimizing consumer burden.
3. An efficient eligibility and enrollment process contributes to greater numbers of consumers enrolling in Marketplace QHPs, resulting in a reduction of the uninsured population, therefore improving overall health care delivery.
4. Continuing to use the current matching program structure, which is less costly than any alternative structure, is expected to increase the public's trust in the participating agencies as stewards of taxpayer dollars.

#### C. Specific Estimate of Any Savings

There are no cost savings to conducting the Marketplace matching programs, as opposed to not conducting them. By requiring a single, streamlined application process, the PPACA effectively required use of computer matching to make eligibility determinations. Therefore, the optimal cost-savings result is attained by limiting the costs of conducting the matching program to the extent possible, and by using a matching program operational structure and technological process that is more efficient than any alternatives. CMS estimates that the cost of operating this computer match is about \$39 million per year. CMS' analysis suggests that the benefits of increased enrollment outweigh the costs given the increase in private insurance coverage through the PPACA.

The Privacy Act does not require the showing of a favorable ratio for the match to be continued, only that an analysis be done unless statutorily exempted or waived by the DIB. The intention is to provide Congress with information to help evaluate the cost effectiveness of statutory matching requirements with a view to revising or eliminating them where appropriate.

#### IV. DESCRIPTION OF THE DATA TO BE MATCHED

The Privacy Act at 5 U.S.C. § 552a(o)(1)(B) requires that each Computer Matching Agreement specifically describe the records that will be matched, including each data element that will be used, the approximate number of records that will be matched, and the projected starting and completion dates of the program.

##### A. Systems of Records

###### **CMS**

The CMS SOR that supports this matching program is the “CMS Health Insurance Exchanges System (HIX),” System No. 09-70-0560, published at 78 FR 63211 (October 23, 2013) and partially amended at 83 FR 6591 (February 14, 2018). Routine Use 3 supports CMS' disclosures to Peace Corps: "To disclose information about Applicants and Relevant individual(s) in order to obtain information from other federal agencies and state agencies and third party data sources that provide information to CMS, pursuant to agreements with CMS, for purposes of determining the eligibility of Applicants to enroll in QHPs through an Exchange, in IAPs, or for a certification of exemption from the individual responsibility requirement."

###### **Peace Corps**

The Peace Corps SORN that supports this data matching program is: "PC-17 Peace Corps, Volunteer Applicant and Service Records System," published at 50 FR 1950 (Jan. 14, 1985) and partially amended at 65 FR 63641 (Oct. 24, 2000), 72 FR 44878 (Aug 9, 2007), 75 FR 53000 (Aug 30, 2010), and 79 FR 41599 (July 16, 2014). Routine Use (i) published at 50 FR 1950 (Jan. 14, 1985) permits disclosures “to verify active or former volunteer service”.

##### B. Specific Data Elements Used in the Match

1. From Peace Corps to CMS. Peace Corps will send the Hub responses that contain data from records provided from the Peace Corps SOR. These responses may include, but is not limited to, the following data elements:
  - a. Last Name
  - b. Middle Initial
  - c. First Name
  - d. Date of Birth
2. CMS will not send any data to the Peace Corps, but will provide automated responses confirming that data files provided by the Peace Corps have transmitted successfully. If there is a transport level error during a file transmission, CMS will provide the Peace Corps with an automated error

response. If, during the Hub's data validation process, CMS detects an error in a data file received from the Peace Corps, CMS will create an error file that will be available for the Peace Corps retrieval. When such an error file is created, CMS will send the Peace Corps an e-mail notification to that effect. Peace Corps support team will investigate the issue, restore the transmission process, notify CMS about resolution of the problem or additional findings, and if necessary, may request assistance from CMS technical staff.

#### C. Number of Records

CMS will receive a bulk file from the Peace Corps every business day (five days/week). The file will contain data elements for all individuals currently covered by the Peace Corps Volunteer health care program and for Peace Corps Volunteers who left service within the last five months. The Peace Corps estimates that each file will contain data elements relevant to approximately 7,000-8,000 individuals.

#### D. Projected Starting and Completion Dates of the Matching Program

Effective Date — July 1, 2021

Expiration Date — December 31, 2022 (December 31, 2023 if renewed for 1 year).

### V. PROCEDURES FOR INDIVIDUAL NOTICE

- A. CMS will publish notice of the matching program in the Federal Register as required by the Privacy Act at 5 U.S.C. § 552a(e)(12).
- B. At the time of application or when an individual reports a change of circumstances, CMS, or an AE administering an IAP, shall provide a written notice either through a mail service or email to Applicants for enrollment in a QHP or an IAP under PPACA on the streamlined eligibility application. The agency administering the IAP, including CMS in its capacity as an FFE, ensures provision of a Redetermination or Renewal notice in accordance with applicable law. These notices inform Applicants that the information they provide may be verified with information in the records of other federal agencies.

### VI. VERIFICATION AND OPPORTUNITY TO CONTEST FINDINGS

The Privacy Act requires that each matching agreement specify procedures for verifying information produced in the matching program and an opportunity to contest findings, as required by 5 U.S.C. § 552a(p).

Before CMS or an AE may take any adverse action based on the information received from the match, CMS or the AE will permit the individual to provide the necessary information or documentation to verify eligibility information. When an AE determines that an individual is ineligible for an IAP based on the information provided by the match, and that information is inconsistent with information

provided on the streamlined eligibility application or otherwise by an Applicant or Enrollee, the AE will comply with applicable law and will notify the Applicant, or Enrollee of the match findings and provide the following information: (1) The AE received information that indicates the individual is ineligible for an IAP; and (2) the Applicant, or Enrollee has a specified number of days from the date of the notice to contest the determination that the Applicant or Enrollee is not eligible for the relevant IAP.

1. If the AE is an Exchange, an individual seeking to resolve inconsistencies between attestations and the results of electronic verification for the purposes of completing an Eligibility Determination will be provided the opportunity to follow the procedures outlined in 45 CFR §§ 155.315 and 155.320. The AE will provide the proper contact information and instructions to the individual resolving the inconsistency.
2. If the AE is an agency administering a Medicaid or CHIP program, an individual seeking to resolve inconsistencies between attestations and the results of electronic for the purposes of completing an Eligibility Determination will be provided the opportunity to follow the procedures outlined in 42 CFR §§ 435.945 through 435.956. The AE will provide the proper contact information and instructions to the individual resolving the inconsistency.
3. Per 42 CFR § 600.345, if the AE is a BHP, it must elect either the Exchange verification procedures set forth in VI.B.1 or the Medicaid /CHIP verification procedures set forth at VI.B.2.

## **VII. ACCURACY ASSESSMENTS**

The Peace Corps currently estimates that information within PC-17 Volunteer Applicant and Service Records System sent to CMS is highly accurate. Information within PC-17 Volunteer Applicant and Service Records System is based on data extracts of Volunteers current serving at Posts, in training or within 30 days past completion date of their service. The information is verified by staff at several offices at Peace Corps Headquarters as well as by staff at Posts abroad. The Peace Corps uses these data on an ongoing basis to, among other things, ensure proper payments to Volunteers.

## **VIII. PROCEDURES FOR RETENTION AND TIMELY DESTRUCTION OF IDENTIFIABLE RECORDS**

CMS and Peace Corps will each retain the electronic files received from the other only for the period of time required for any processing related to the matching program and then destroy all such data by electronic purging, unless the Peace Corps and CMS are required to retain the information for enrollment, billing, payment, program audit, or

legal evidentiary purposes, or where they are required by law to retain the information. AEs will also retain data for such purposes and under the same terms. In case of such retention, the Peace Corps and CMS will retire the retained data in accordance with the applicable Federal Records Retention Schedule under the National Archives General Records Schedule. Those records are covered under GRS 4.2 Item 170 -DAA-GRS2016-0003-0005 (see 44 U.S.C. § 3303a). The Peace Corps and CMS will not create permanent files or a separate system comprised solely of the data provided by the other party.

## **IX. SECURITY PROCEDURES**

- A. General. CMS and the Peace Corps will maintain a level of security that is commensurate with the risk and magnitude of harm that could result from the loss, misuse, disclosure, or modification of the information contained on the system with the highest appropriate sensitivity level in accordance to NIST Special Publication (SP) 800-175B Rev. 1 and other applicable regulatory guidance and standards.
- B. Legal Compliance. CMS and the Peace Corps shall comply with the limitations on use, disclosure, storage, transport/transmission, and safeguarding of data under all applicable Federal laws and regulations. These laws and regulations include §1411(g) of the PPACA; the Privacy Act of 1974; the E-Government Act of 2002, which includes the Federal Information Security Management Act of 2014 (FISMA), as amended, 44 U.S.C. §§ 3541-3558; HIPAA; the Computer Fraud and Abuse Act of 1986; the Clinger-Cohen Act of 1996; and the corresponding implementation regulations for each statute.

CMS and the Peace Corps will comply with OMB circulars and memoranda, such as OMB Circular A-130, Managing Information as a Strategic Resource, published at 81 FR 49689 (July 28, 2016); and National Institute of Standards and Technology (NIST) directives and publications; and the Federal Acquisition Regulations. These laws, directives, and regulations include requirements for safeguarding Federal information systems and PII used in Federal agency business processes, as well as related reporting requirements. The Parties recognize and will implement the laws, regulations, NIST standards, and OMB directives including those published subsequent to the effective date of this Agreement.

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

- D. Incident Reporting, Potential Loss, and Breach Notification. CMS and the Peace Corps will comply with OMB reporting guidelines in the event of a loss, potential loss, Security Incident, or Breach of PII (see OMB M-17-12, Preparing for and Responding to a Breach of Personally Identifiable Information (Jan. 3, 2017); and OMB M-20-04, "Fiscal Year 2019-2020 Guidance on Federal Information Security and Privacy Management Requirements Guidance on Improving Federal Information Security and Privacy Management Practices" (Nov. 19, 2019)). The Party experiencing the incident will notify the other agency's System Security Contact named in this Agreement within one (1) hour of discovering the loss, potential loss, Security Incident, or Breach. If CMS is unable to speak with the Peace Corps' Systems Security Contact within one hour or if for some other reason notifying the Peace Corps' Systems Security Contact is not practicable (e.g., it is outside of the normal business hours), CMS will contact the Peace Corps Help Desk by telephone at (202) 692-1000 or by e-mail notification to [helpdesk@peacecorps.gov](mailto:helpdesk@peacecorps.gov). If the Peace Corp is unable to speak with CMS Systems Security Contact within one hour, the Peace Corp will contact CMS IT Service Desk at 1-800-562-1963 or via email at [CMS\\_IT\\_Service\\_Desk@cms.hhs.gov](mailto:CMS_IT_Service_Desk@cms.hhs.gov).

The Party that experienced the loss, potential loss, Security Incident, or Breach will be responsible for following its established procedures, including notifying the proper organizations (e.g., United States Computer Emergency Readiness Team (US-CERT)), conducting a breach and risk analysis, and making a determination of the need for notice and/or remediation to individuals affected by the loss. Parties under this agreement will follow PII breach notification policies and related procedures as required by OMB guidelines and the US-CERT Federal Incident Notification Guidelines. If the Party experiencing the breach determines that the risk of harm requires notification to the affected individuals or other remedies, then that Party will carry out these remedies without cost to the other Party.

- E. Administrative Safeguards. CMS and the Peace Corps will restrict access to the matched data and to any data created by the match to only those Authorized Users of the Hub, e.g. AEs and their employees, agents, officials, contractors, etc., who need it to perform their official duties in connection with the uses of data authorized in this Agreement. Further, CMS and the Peace Corps will advise all personnel who will have access to the data matched and to any data created by the match of the confidential nature of the data, the safeguards required to protect the data, and the civil and criminal sanctions for noncompliance contained in the applicable Federal laws.
- F. Physical Safeguards. CMS and the Peace Corps will store the data matched and any data created by the match in an area that is physically and technologically

secure from access by unauthorized persons at all times. Physical safeguards may include door locks, card keys, biometric identifiers, etc. Only authorized personnel will transport the data matched and any data created by the match. CMS and the Peace Corps will establish appropriate safeguards for such data, as determined by a risk-based assessment of the circumstances involved.

- G. Technical Safeguards. CMS and the Peace Corps will process the data matched and any data created by the match under the immediate supervision and control of authorized personnel to protect the confidentiality of the data in such a way that unauthorized persons cannot retrieve any such data by means of computer, remote terminal, or other means. Systems personnel must enter personal identification numbers when accessing data on a Party's systems. The Peace Corps and CMS will strictly limit authorization to those electronic data areas necessary for the authorized analyst to perform his or her official duties.
- H. Application of Policies and Procedures. The Parties will adopt policies and procedures to ensure that each Party uses the information described in this Agreement that is contained in their respective records or obtained from each other solely as provided in this Agreement. CMS and the Peace Corps will comply with their respective policies and procedures and any subsequent revisions.
- I. Security Assessment. NIST Special Publication 800-37, Revision 2, encourages agencies to accept each other's security assessments in order to reuse information system resources and/or to accept each other's assessed security posture in order to share information. NIST 800-37 further encourages that this type of reciprocity is best achieved when agencies are transparent and make available sufficient evidence regarding the security state of an information system so that an authorizing official from another organization can use that evidence to make credible, risk-based decisions regarding the operation and use of that system or the information it processes, stores, or transmits. Consistent with that guidance, the Parties agree to make available to each other upon request system security evidence for the purpose of making risk-based decisions. Requests for this information may be made by either Party at any time throughout the duration or any renewal of this Agreement.
- J. Compliance. CMS must ensure information systems and data exchanged under this matching agreement are maintained compliant with CMS Acceptable Risk Safeguards (ARS) standards. The ARS document can be found at: <https://www.cms.gov/Research-Statistics-Data-and-Systems/CMS-Information-Technology/CIO-Directives-and-Policies/CIO-IT-Policy-Library-Items/STANDARD-ARS-Acceptable-Risk-Safeguards>. To the extent, these documents are revised during the term of this Agreement, CMS must ensure compliance with the revised version.

## **X. RECORDS USAGE, DUPLICATION AND DISCLOSURE**

CMS will comply with the following limitations on use, duplication, and disclosure of the electronic files and data provided by the other party under this Agreement:

- A. CMS and the Peace Corps will only use or disclose the data for the purposes described in this Agreement or as required by Federal law.
- B. The matching data provided by the Peace Corps under this Agreement will remain the property of the Peace Corps and will be retained by CMS and AEs to be used for audits to verify the accuracy of matches and to adjudicate appeals.
- C. Through the Hub, CMS may disclose the data received from the Peace Corps to AEs pursuant to separate Computer Matching Agreements that authorize such entities to use the data for eligibility determinations regarding APTC, CSRs and BHPs, Exchanges, including CMS in its capacity performing eligibility determinations for the FFE and SBEs who rely on CMS for eligibility and enrollment functions, and agencies administering BHPs may share with Applicants or Enrollees, Application Filers, and the Authorized Representatives of such persons the results of the data matches under this Agreement related to that Applicant, Enrollee or Application Filer.
- D. CMS FFE will restrict access to the results of the data match to the Applicants, Enrollees, and Application Filers for whom the data match was used in making an eligibility determination, and Authorized Representatives of such persons; and to individuals or entities who have been authorized by CMS and are bound by regulation or are under agreement with CMS to assist with eligibility determinations and enrollment.
- E. Any individual who knowingly and willfully uses or discloses information obtained pursuant to this Agreement in a manner or for a purpose not authorized by § 1411(g) of the PPACA are potentially subject to the civil penalty provisions of § 1411(h)(2) of the PPACA carries a fine of up to \$25,000 and 45 CFR § 155.260(g), which carries a fine of not more than \$25,000 per person or entity, per use or disclosure.

## **XI. COMPTROLLER GENERAL ACCESS**

Pursuant to 5 U.S.C. § 552a(o)(1)(K), the Government Accountability Office (Comptroller General) may have access to all CMS and Peace Corps records, as necessary, in order to verify compliance with this Agreement.

## **XII. REIMBURSEMENT**

This Agreement does not itself authorize the expenditure or reimbursement of any funds. Nothing in this Agreement obligates the parties to expend appropriations or enter into any contract or other obligations.

### **XIII. DURATION, MODIFICATION, AND TERMINATION**

A. Effective Date:

The Effective Date of this Agreement is July 1, 2021, provided that CMS reported the proposal to re-establish this matching agreement to the Congressional committees of jurisdiction and OMB in accordance with 5 U.S.C. § 552a(o)(2)(A) and (r) and OMB Circular A-108 and, upon completion of their advance review period, CMS published notice of the matching program in the Federal Register for a minimum of thirty days as required by 5 U.S.C. § 552a(e)(12).

B. Term: This initial term of this Agreement will be eighteen (18) months.

C. Renewal: The parties may, within three (3) months prior to the expiration of this Agreement, renew this Agreement for a period not to exceed one additional year if CMS and Peace Corps certify the following to their DIBs:

1. The matching program will be conducted without change; and
2. The parties have conducted the matching program in compliance with this Agreement.

D. Modification: The parties may modify this Agreement at any time by a written modification, mutually agreed to by both parties, provided that the change is not significant. A significant change would require a new agreement.

E. Termination: This Agreement may be terminated at any time upon the mutual written consent of the parties. Either party may unilaterally terminate this Agreement upon written notice to the other party, in which case the termination will be effective ninety (90) days after the date of the notice, or at a later date specified in the notice. A copy of this notification should be submitted to the Secretary, HHS DIB.

### **XIV. INTEGRATION CLAUSE**

This Agreement constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all other data exchange agreements between the Parties that pertain to the disclosure of data between Peace Corps and CMS for the purposes described in this Agreement. CMS and Peace Corps have made no representations, warranties, or promises outside of this Agreement. This Agreement takes precedence over any other documents that may be in conflict with it.

## XV. PERSONS TO CONTACT

The Peace Corps contacts are:

1. Programmatic Issues

Mikhail Serebrennikov  
OCIO Expert, Strategic Consulting for Data  
Integrations and Application Quality Assurance  
Office of the Chief Information Officer  
Peace Corps  
Phone: (202) 692-1397  
Email: [mserebrennikov@peacecorps.gov](mailto:mserebrennikov@peacecorps.gov)

2. Privacy Issues

Diane Bradley  
Associate General Counsel  
Office of the General Counsel  
Peace Corps  
1275 First St., N.E.  
Washington, DC 20526  
Phone: (202) 692-1420  
Email: [dbradley@peacecorps.gov](mailto:dbradley@peacecorps.gov)

The CMS contacts are:

1. Program Issues

Terence Kane  
Director, Division of Eligibility Verifications  
Marketplace Eligibility and Enrollment Group  
Center for Consumer Information and Insurance Oversight  
Centers for Medicare & Medicaid Services  
7501 Wisconsin Avenue  
Bethesda, MD 20814  
Telephone: (301) 492-4449  
Fax: (443) 821- 4263  
Email: [Terence.Kane@cms.hhs.gov](mailto:Terence.Kane@cms.hhs.gov)

## 2. Medicaid/CHIP Issues

Julie Boughn  
Director, Data and Systems Group  
Center for Medicaid and CHIP Services  
Centers for Medicare & Medicaid Services  
7500 Security Boulevard  
Mail Stop: S2-22-27  
Location: S2-23-06  
Baltimore, MD 21244-1850  
Telephone: (410) 786-9361  
Fax: (443) 796-5622  
Email: Julie.Boughn1@cms.hhs.gov

## 3. Systems and Security

Darrin V. Lyles  
Security and Privacy Technical Advisor  
Marketplace Information Technology Group  
Center for Consumer Information and Insurance Oversight  
Centers for Medicare & Medicaid Services  
7500 Security Boulevard  
Baltimore, MD 21244  
Telephone: (410) 786-4744  
Telephone: (443) 979-3169 (Mobile)  
Email: Darrin.Lyles@cms.hhs.gov

## 4. Privacy and Agreement Issues

Barbara Demopoulos, Privacy Advisor  
Division of Security, Privacy Policy & Governance  
Information Security & Privacy Group  
Office of Information Technology  
Centers for Medicare & Medicaid Services  
Location: N1-14-40  
7500 Security Boulevard  
Baltimore, MD 21244-1850  
Telephone: (410) 786-6340  
Email: Barbara.demopoulos@cms.hhs.gov

## XVI. APPROVALS

### A. Centers for Medicare & Medicaid Services Program Official

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

The authorized program official, whose signature appears below, accepts and expressly agrees to the terms and conditions expressed herein, confirms that no verbal agreements of any kind shall be binding or recognized, and hereby commits the organization to the terms of this Agreement.

Jeffrey Grant -S Digitally signed by Jeffrey Grant -  
S  
Date: 2020.12.11 10:43:48 -05'00'

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Jeffrey D. Grant  
Deputy Director for Operations  
Center for Consumer Information and Insurance Oversight  
Centers for Medicare & Medicaid Services

Date \_\_\_\_\_

B. Centers for Medicare & Medicaid Services Program Official

The authorized program official, whose signature appears below, accepts and expressly agrees to the terms and conditions expressed herein, confirms that no verbal agreements of any kind shall be binding or recognized, and hereby commits the organization to the terms of this Agreement.

**Karen M. Shields** Digitally signed by Karen M.  
Shields -S  
Date: 2020.12.11 16:25:39 -05'00'

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Karen Shields  
Deputy Director

Center for Medicaid and CHIP Services  
Centers for Medicare & Medicaid Services

Date 12-11-2020

C. Centers for Medicare & Medicaid Services Approving Official

The authorized program official, whose signature appears below, accepts and expressly agrees to the terms and conditions expressed herein, confirms that no verbal agreements of any kind shall be binding or recognized, and hereby commits the organization to the terms of this Agreement.

**Michael E. Pagels** - Digitally signed by Michael E. Pagels  
S Date: 2020.12.16 10:19:36 -05'00'

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Michael Pagels, Director  
Division of Security, Privacy Policy and Governance, and  
Senior Official for Privacy  
Information Security and Privacy Group  
Office of Information Technology  
Centers for Medicare & Medicaid Services

Date \_\_\_\_\_

#### D. Peace Corps Approving Official

The authorized program official, whose signature appears below, accepts and expressly agrees to the terms and conditions expressed herein, confirms that no verbal agreements of any kind shall be binding or recognized, and hereby commits the organization to the terms of this Agreement.

Peng,  
Thomas

Digitally signed by Peng,  
Thomas  
Date: 2021.01.27  
09:11:09 -05'00'

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Thomas Peng  
Chief Information Officer  
Peace Corps

Date 1/27/2021

**XVII. DATA INTEGRITY BOARD APPROVALS**

A. U.S. Department of Health and Human Services Data Integrity Board Official

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

The authorized DIB official, whose signature appears below, accepts and expressly agrees to the terms and conditions expressed herein, confirm that no verbal agreements of any kind shall be binding or recognized, and hereby commits their respective organization to the terms of this Agreement.

James B. Duncan -S  
Digitally signed by James  
B. Duncan -S  
Date: 2021.02.08  
16:32:53 -05'00'

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Blair Duncan  
Acting Chairperson, HHS Data Integrity Board  
U.S. Department of Health and Human Services

Date \_\_\_\_\_

**B. Peace Corps Data Integrity Board Official**

The authorized DIB Official, whose signature appears below, accepts and expressly agrees to the terms and conditions expressed herein, confirm that no verbal agreements of any kind shall be binding or recognized, and hereby commits their respective organization to the terms of this Agreement.

**Presnell,  
Clark**

Digitally signed by  
Presnell, Clark  
Date: 2021.01.27  
08:17:05 -05'00'

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**Clark Presnell**  
**Acting Associate Director, Office of Management**  
**Chairperson, Data Integrity Board**  
**Peace Corps**

Date \_\_\_\_\_

**Attachment 1**

Marketplace Computer Matching Programs:  
Cost-Benefit Analysis

