COMPUTER MATCHING AGREEMENT
BETWEEN
THE SOCIAL SECURITY ADMINISTRATION
AND
THE DEPARTMENT OF HEALTH AND HUMAN SERVICES
CENTERS FOR MEDICARE & MEDICAID SERVICES
FOR
DISCLOSURE OF MEDICARE NON-UTILIZATION INFORMATION
(AGES 90 AND ABOVE)

SSA Computer Match No. 1094
CMS Computer Match No. 2022-09
HHS Computer Match No. 2204

I. PURPOSE

This computer matching agreement (agreement) establishes the terms, conditions, and safeguards under which the Centers for Medicare & Medicaid Services (CMS) will disclose to the Social Security Administration (SSA) Medicare non-utilization information for Social Security Title II beneficiaries aged 90 and above.

CMS will identify Medicare enrollees whose records have been inactive for three or more years. SSA will use this data as an indicator to select and prioritize cases for review to determine continued eligibility for benefits under Title II of the Social Security Act (Act). SSA will contact these individuals to verify ongoing eligibility. In addition, SSA will use this data for the purposes of fraud discovery and the analysis of fraud programs operations; this agreement allows for SSA's Office of Anti-Fraud Programs (OAFP) to evaluate the data for the purposes of fraud detection. SSA will refer individual cases of suspected fraud, waste, or abuse to the Office of the Inspector General for investigation.

CMS will serve as the Source agency for this Agreement. The responsible component for CMS is the Center for Clinical Standards and Quality (CCSQ). SSA shall be the Recipient agency under this Agreement with respect to information SSA will receive from CMS.

II. LEGAL AUTHORITY

This agreement is executed in compliance with the Privacy Act of 1974 (Privacy Act) (5 U.S.C. § 552a), as amended by the Computer Matching and Privacy Protection Act of 1988, as amended, and the regulations and guidance promulgated thereunder.

Sections 202 and 223 of the Act (42 U.S.C. §§ 402 and 423) outline the requirements for eligibility to receive Old-Age, Survivors, and Disability Insurance Benefits under

Title II of the Act. Section 205(c) of the Act (42 U.S.C. § 405) directs the Commissioner of SSA to verify the eligibility of a beneficiary.

This matching program employs CMS systems containing Protected Health Information (PHI) as defined by Health and Human Services regulation "Standards for Privacy of Individually Identifiable Health Information" (45 C.F.R. §§ 160 and 164). PHI may only be disclosed by CMS without the written authorization of the individual, or the opportunity for the individual to agree or object, as permitted or required by the routine uses or "Standards" provided for in 45 C.F.R. § 164.512.

III. DEFINITIONS

For purposes of this Agreement, the following definitions apply:

A. "Breach" means 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 (defined further below), or (2) an authorized user accesses, or potentially accesses, personally identifiable information for another than authorized purpose (Office of Management and Budget (OMB) Memorandum M-17-12 – *Preparing for and Responding to a Breach of Personally Identifiable Information* (January 3, 2017)).

B. "HHS" means the United States Department of Health and Human Services.

C. "Incident" means 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 (OMB Memorandum M-17-12 – *Preparing for and Responding to a Breach of Personally Identifiable Information* (January 3, 2017)).

D. "Medicaid" means the Medicaid program established under Title XIX of the Act, together with other health care programs established under state law.

E. "Medicare" means the health coverage program established under Title XVIII of the Act.

F. "Personally Identifiable Information" or "PII" refers to information which can be used to distinguish or trace an individual's identity, such as their name, Social Security Number (SSN), biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual (OMB Memorandum M-17-12 – *Preparing for and Responding to a Breach of Personally Identifiable Information* (January 3, 2017)).

G. "Protected Health Information" or "PHI" means individually identifiable health information" as defined in the HIPAA Privacy Rule at 45 CFR § 160.103.

IV. RESPONSIBILITIES OF THE PARTICIPATING AGENCIES

A. SSA's Responsibilities

1. SSA will send a finder file to CMS containing the Title II Claim Account Number (CAN), Title II Beneficiary Identification Code (BIC), name, and date of birth for beneficiaries aged 90 and above.

2. SSA will process the response file received from CMS and, if there is a match, forward the records to the SSA field offices for further review before taking any adverse actions.

3. SSA will publish notice of this matching program in the Federal Register in accordance with the requirements of the Privacy Act and Office of Management and Budget (OMB) guidelines.

4. SSA will reimburse CMS for costs associated with performance of this agreement up to the obligated amount defined in Form SSA-429 for each fiscal year (FY) this agreement is in effect.

5. SSA will retain data elements from the CMS response file as described in the Anti-Fraud Enterprise Solution (AFES) system of records notice, for OAFP fraud-related analytics or data that leads OAFP to initiate a fraud investigation.

B. CMS' Responsibilities

1. CMS will match the SSA finder file against:

   a. its Enrollment Database (EDB) (09-70-0502), which contains information related to Medicare enrollment and entitlement and Medicare Secondary Payment data;

   b. the Long-Term Care – Minimum Data Set (LTC-MDS) (09-70-0528), which contains enrollment and entitlement information on residents in all certified Medicare and/or Medicaid long-term care facilities; and

   c. the National Claims History (NCH) (09-70-0558), which contains billing and utilization information on Medicare beneficiaries enrolled in hospital insurance (Part A) or medical insurance (Part B) of the Medicare program.

2. CMS will send a response file to SSA containing the Medicare information for each record in the finder file with non-utilization of benefits for a period of three or more years and distinguish those individuals who are involved in

private health insurance, veteran's health insurance, Tricare insurance, Health Maintenance Organizations (HMO), or live in nursing homes. "Nursing homes," for purposes of this agreement, means Skilled Nursing Facilities, Nursing Facilities, and Skilled Nursing Facilities/Nursing Facilities, as defined at 42 C.F.R. § 483.5 (Nursing Homes).

V. JUSTIFICATION AND ANTICIPATED RESULTS

A. Justification

Data exchange under this program is necessary for SSA to avoid overpayments and detect fraud in SSA-administered programs by using Medicare non-utilization information as an indicator to select and prioritize cases for further review of continuing eligibility for Title II programs. The non-utilization of Medicare benefits for an extended period may be an indicator that an individual is deceased or is otherwise no longer eligible for benefits. SSA and CMS have determined that computer matching is the most efficient, economical, and comprehensive method of collecting, comparing, and transferring this information. No other administrative activity can efficiently accomplish this purpose.

B. Anticipated Results

The benefits to the United States Treasury and the Retirement, Survivors, and Disability Insurance trust funds of this matching operation are: the recovery of retroactive overpayments; the correction of cases where there is a suspension or termination of the monthly benefit payments; and the prevention of future overpayments. The benefits of this matching operation were $4,373,856 with costs of $548,679 resulting in a benefit-to-cost ratio of 7.97:1 (See Attachment A for full Cost Benefit Analysis).

VI. DESCRIPTION OF MATCHED RECORDS

A. Systems of Records (SOR)

1. SSA will

   a. Disclose to CMS information from the Master Beneficiary Record (MBR) (60-0090), last fully published January 11, 2006 (71 Fed. Reg. 1826), as amended on December 10, 2007 (72 Fed. Reg. 69723), July 5, 2013 (78 Fed. Reg. 40542), July 3, 2018 (83 Fed. Reg. 31250-31251), and November 1, 2018 (83 Fed. Reg. 54969). Routine use number 23 authorizes disclosure to CMS to assist in the administration of Social Security's Title II program.

   b. Retain data elements from the CMS response file in the AFES (60-0388), last fully published December 11, 2020 (85 Fed. Reg. 80211) for OAFP

fraud-related analytics or data that leads OAFP to initiate a fraud investigation.

2. CMS will disclose to SSA information from the following SORs:

   a. National Claims History (NCH) (09-70-0558); last fully published November 11, 2006 (71 Fed. Reg. 67137), as amended October 20, 2011 (76 Fed. Reg. 65196), May 23, 2013 (78 Fed. Reg. 23938), May 29, 2013 (78 Fed. Reg. 32257), and February 14, 2018 (83 Fed. Reg. 6591). Routine use number 10 authorized disclosure to SSA to investigate potential fraud, waste, or abuse.

   b. Enrollment Data Base (EDB) (09-70-0502); last fully published on February 26, 2008 (73 Fed. Reg. 10249), as amended April 23, 2013 (78 Fed. Reg. 23938), February 18, 2016 (81 Fed. Reg. 8204), and February 14, 2018 (83 Fed. Reg. 6591). Routine use number 10 authorized disclosure to SSA to investigate potential fraud or abuse.

   c. The Long-Term Care – Minimum Data Set (MDS) (90-70-0528); last fully published on March 19, 2007, as amended March 19, 2019 (72 Fed. Reg. 12801), April 23, 2013 (78 Fed. Reg. 23938), May 29, 2013 (78 Fed. Reg. 32257), and February 14, 2018 (83 Fed. Reg. 6591). Routine use number 9 authorized disclosure to SSA to investigate potential fraud, waste, or abuse.

SSA's and CMS' SORs have routine uses permitting the disclosures needed to conduct this match. The information in these systems of records may be updated during the effective period of this agreement as required by the Privacy Act.

B. Specified Data Elements

1. SSA will provide CMS with a finder file containing the following information for each individual:
   a. Title II CAN;
   b. Title II BIC;
   c. First Name;
   d. Last Name; and
   e. Date of birth.

2. CMS will provide SSA with a response file containing the following information for each individual:

   a. CMS File Number (identified as a Health Insurance Claim Number);
   b. Whether CMS matched Beneficiary/individual is a Medicare beneficiary;
   c. Whether individual is a Medicaid recipient;
   d. Whether Medicare was used in the last three years;
   e. Whether the beneficiary is a part of an HMO;

f. Whether the beneficiary lives in a nursing home;
g. Whether the beneficiary has private health insurance;
h. Whether the beneficiary has veteran's health insurance; or
i. Whether the beneficiary has Tricare insurance.

C. Number of Records

SSA will send information from the MBR concerning beneficiaries who are aged 90 and over, and who still receive Social Security benefits from SSA. SSA will send approximately 2.2 million of these records from the MBR to CMS.

D. Frequency of Matching

SSA will provide the finder file to CMS annually. CMS will submit its response file to SSA no later than 21 calendar days after receipt of the SSA finder file.

VII. PROCEDURES FOR PROVIDING INDIVIDUALIZED NOTICE

To comply with the notice requirements of 5 U.S.C. § 552a(o)(1)(D), SSA and CMS agree that the following notice requirements will be followed:

A. SSA

1. SSA will provide constructive notice of the matching program by publishing a notice of the matching program in the Federal Register in accordance with the requirements of the Privacy Act and OMB guidelines.

2. SSA provides direct notice, in writing, to all individuals at the time of his or her application for benefits stating that SSA matches their records against those of SSA and other agencies to verify his or her eligibility.

3. SSA periodically provides subsequent notices of computer matching to all beneficiaries at least once during the life of the match.

B. CMS

1. CMS informs individuals who are Medicare eligible, as part of the enrollment process, that CMS will conduct matching programs.

2. CMS provides all Medicare beneficiaries (by mail) a copy of the handbook, "Medicare and You," that informs them about data matching activities. A link to the handbook is here: https://www.medicare.gov/forms-help-resources/medicare-you-handbook/download-medicare-you-in-different-formats.

VIII. VERIFICATION AND OPPORTUNITY TO CONTEST FINDINGS

SSA will take no adverse action against individuals identified through the matching process solely based on information that SSA obtains from the match. Before taking any adverse action, SSA will verify the matching results in accordance with the requirements of the Privacy Act and applicable OMB guidelines.

If SSA determines that an adverse action (i.e., termination, denial, suspension, or reduction of benefits) is necessary, it will first notify the beneficiary (and representative payee and/or facility, if applicable) of the following:

1. That SSA received information from CMS that will have an adverse effect on the beneficiary's payment (the proposed adverse action);

2. The effective date of the proposed adverse action;

3. The beneficiary (or representative payee or facility, if applicable) has 30 days to contest any proposed adverse action decision; and

4. Unless the beneficiary, representative payee, or facility responds to contest the proposed adverse action in the required 30-day time period, SSA will conclude that the information provided by CMS is correct, and will take the proposed adverse action.

If the beneficiary, representative payee, or facility contests the information that was provided by CMS or the proposed adverse action by contacting SSA in writing or verbally, SSA will independently verify all information provided by the beneficiary, representative payee, or facility to determine the validity or applicability of the information obtained through the CMS matching program prior to taking the proposed adverse action. If, after a review of the information, a determination is rendered that the beneficiary's eligibility for benefits has not changed, the proposed adverse action will be negated. SSA will document the beneficiary's file with the supporting evidence and subsequent determination, and if the case was submitted to OIG for investigation, SSA will notify OIG to cease its investigation.

IX. PROCEDURES FOR RETENTION AND TIMELY DESTRUCTION OF IDENTIFIABLE RECORDS

Both agencies will retain the electronic files received from the other agency under this agreement only for the period of time required for any processing related to the matching program, and then will destroy all such data by electronic purging, unless required to retain the information in order to meet evidentiary requirements. In case of such retention for evidentiary purposes, each agency will retire the retained data in accordance with the applicable Federal Records Retention Schedule (44 U.S.C. § 3303a). CMS will not create permanent files, or a separate system comprised solely of the data provided by SSA.

X. RECORDS USAGE, DUPLICATION, AND REDISCLOSURE RESTRICTIONS

SSA and CMS agree to limit their use, duplication, and disclosure of the electronic files and information provided by the other agency under this agreement as follows:

A. SSA and CMS will use and access the information provided for or created by this matching program only for the purposes described in this agreement.

B. SSA and CMS will not use the information to extract information concerning these individuals for any purpose not specified by this agreement.

C. SSA and CMS will not duplicate or disseminate the information provided for or created by this matching program within or outside their respective agencies without the written approval of the agency providing such information, except as required by Federal law or as required under this agreement. SSA and CMS will not give such approval unless the law requires the disclosure or the disclosure is essential to the matching program. For such permission, the agency requesting permission must specify in writing what information they are requesting to duplicate or disseminate, to whom, and the reasons that justify such duplication or dissemination.

XI. SECURITY PROCEDURES

SSA and CMS will comply with the requirements of the Federal Information Security Management Act (FISMA), 44 U.S.C. Chapter 35, Subchapter II, as amended by the Federal Information Security Modernization Act of 2014 (Pub. L. 113-283); related OMB circulars and memoranda, such as Circular No. A–130, *Managing Federal Information as a Strategic Resource* (July 28, 2016), and Memorandum M-17-12 *Preparing for and Responding to a Breach of Personally Identifiable Information* (January 3, 2017); National Institute of Standards and Technology (NIST) directives; and the Federal Acquisition Regulations, including any applicable amendments published after the effective date of this agreement. These laws, directives, and regulations include requirements for safeguarding Federal information systems and personally identifiable information (PII) used in Federal agency business processes, as well as related reporting requirements. Both agencies recognize, and will implement, the laws, regulations, NIST standards, and OMB directives, including those published subsequent to the effective date of this agreement.

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 agencies are responsible for oversight and compliance of their contractors and agents.

A. Loss Reporting

If either SSA or CMS experiences an incident involving the loss or breach of PII provided by SSA or CMS under the terms of this agreement, they will follow the incident reporting guidelines issued by OMB. In the event of a reportable incident under OMB guidance involving PII, the agency experiencing the incident is responsible for following its established procedures, including notification to the proper organizations (e.g., United States Computer Emergency Readiness Team, the agency's privacy office). In addition, the agency experiencing the incident (e.g., electronic or paper) will notify the other agency's Systems Security Contact named in this agreement. If CMS is unable to speak with the SSA Systems Security Contact within one hour or if for some other reason notifying the SSA Systems Security Contact is not practicable (e.g., it is outside of the normal business hours), CMS will call SSA's National Network Service Center toll free at 1-877-697-4889. If SSA is unable to speak with CMS's Systems Security Contact within one hour, SSA will contact CMS IT Service Desk at (410) 786-2580 or email CMS_IT_Service_Desk@cms.hhs.gov.

B. Breach Notification

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

C. Administrative Safeguards

SSA and CMS will restrict access to the data matched and to any data created by the match to only those users (e.g., employees, contractors, etc.) who need it to perform their official duties in connection with the uses of the data authorized in this agreement. Further, SSA and CMS will advise all personnel who 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.

D. Physical Safeguards

SSA and CMS will store the data matched and any data created by the match in an area that is physically secure and technologically secure from access by unauthorized persons at all times (e.g., door locks, card keys, biometric identifiers, etc.). Only authorized personnel will transport the data matched and any data created by the match. SSA and CMS will establish appropriate safeguards for such data, as determined by a risk-based assessment of the circumstances involved.

E. Technical Safeguards

SSA and CMS will process the data matched and any data created by the match under the immediate supervision and control of authorized personnel in a manner that protects the confidentiality of the data, so that unauthorized persons cannot retrieve any data by computer, remote terminal, or other means. Systems personnel must enter personal identification numbers when accessing data on the agencies' systems. SSA and CMS will strictly limit authorization to those electronic data areas necessary for the authorized analyst to perform his or her official duties.

F. Application of Policies and Procedures

SSA and CMS have adopted policies and procedures to ensure that each agency uses the information contained in their respective records or obtained from each other solely as provided in this agreement. SSA and CMS will comply with these policies and procedures, as well as any subsequent revisions.

G. Security Assessments

NIST Special Publication 800-37, as revised, 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 extension of this agreement.

XII. ACCURACY ASSESSMENTS

CMS estimates that at least 99 percent of the information in the systems of records cited in Section V.A.2 are accurate based on their operational experience.

SSA does not have an accuracy assessment specific to the data elements listed in Attachment C. However, SSA conducts periodic, statistically valid, stewardship (payment accuracy) reviews, in which the benefits or payments listed in this agreement are included as items available for review and correction. SSA quality reviewers interview the selected Old Age Survivors Disability Insurance beneficiaries/recipients and redevelop the non-medical factors of eligibility to determine whether the payment was correct. Based on the available study results, we have a reasonable assurance that SSA's accuracy assumptions of a 95 percent confidence level for the monthly benefits

or payments listed in this agreement FY 2020 Title II Payment Accuracy Report, August 2021).

Both SSA and CMS agree to work collaboratively to explore ways to assure the timeliness and accuracy of the data provided for the matching program.

XIII. COMPTROLLER GENERAL ACCESS

The Government Accountability Office (Comptroller General) may have access to all SSA and CMS data it deems necessary in order to monitor or verify compliance with this agreement.

XIV. REIMBURSEMENT

All work performed by CMS in accordance with this agreement is performed on a reimbursable basis, as authorized under the Economy Act of 1932, as amended (31 U.S.C. § 1535). Billing is for the actual cost of providing data to SSA. Billing will be at least quarterly, and may be monthly during the last quarter of the fiscal year. Actual costs may be higher or lower than the estimate. SSA will transfer funds to CMS, in the form of progress or periodic payments, on at least a quarterly basis to support CMS's activities under this agreement. Transfers of funds will be by Intra-Governmental Payment and Collection (IPAC) system. The SSA Interagency Agreement (IAA) number should appear on all IPAC submissions.

At least quarterly, but no later than 30 days after an accountable event, CMS must provide SSA with a performance report (e.g., billing statement) that details all work performed to date. Additionally, at least quarterly, the parties will reconcile balances related to revenue and expenses for work performed under this agreement.

This agreement does not create an obligation of funds. The parties create an obligation of funds only by execution of a Form SSA-429, Interagency Agreement Data Sheet (when required by SSA), FS Form-7600A, and FS Form-7600B. Accordingly, accompanying this agreement is an executed Form SSA-429, FS Form-7600A, and Form-7600B that obligates funds for SSA to pay CMS for services under this agreement in FY 2022. Since this agreement spans multiple fiscal years, SSA will prepare a new FS Form-7600A and FS Form-7600B at the beginning of each succeeding fiscal year during which CMS will incur costs for the performance of services provided under this agreement. Each party will sign such form on or before the commencement of the applicable fiscal year. Both parties must approve an amended Form SSA-429 (when required by SSA), FS Form 7600A, and FS Form-7600B if actual costs exceed the estimated cost. SSA's obligation to pay for services performed in fiscal years beyond FY 2022 is subject to the availability of funds.

XV. DISPUTE RESOLUTION

Disputes related to this agreement will be resolved in accordance with instructions provided in the Treasury Financial Manual Volume I, Part 2, Chapter 4700, Appendix 5, "*Intragovernmental Transactions Guide*."

XVI. EFFECTIVE DATE DURATION, MODIFICATION, AND TERMINATION OF THE AGREEEMENT

A. Effective Date and Required Approvals

The effective date of this agreement is July 1, 2022, provided that SSA has first provided the proposed matching program report 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 (December 23, 2016). SSA publishes the notice of the matching program in the Federal Register for a thirty-day public comment period as required by 5 U.S.C. § 552a(e)(12).

B. Duration

This matching agreement is in effect for a period of 18 months, starting from the effective date.

C. Renewal

The Data Integrity Boards (DIB) of SSA and CMS may, within three months prior to the expiration of this agreement, renew this agreement for a period of time not to exceed 12 months if SSA and CMS can certify in writing to their DIBs that:

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

2. SSA and CMS have conducted the matching program in compliance with the original agreement.

If either party does not want to continue this program, it must notify the other party of its intention not to continue at least 90 days before the expiration of the agreement.

D. Modification

SSA and CMS may modify this agreement at any time by a written modification, agreed to by both parties and approved by the DIB of each agency.

E. Termination

SSA and CMS may terminate this agreement at any time with the written consent of both parties. Either party may unilaterally terminate this agreement upon written notice to the other party requesting termination. The termination shall be effective 90 days after the date of the notice, or a later date specified in the notice.

XVII. INTEGRATION CLAUSE

This agreement, the attachments (A – C), the accompanying Form SSA-429 (attachment D when required by SSA), FS Form 7600A, and Form-7600B constitute the entire agreement of the parties with respect to its subject matter and supersede all other agreements between the parties that pertain to the disclosure of the specified Medicare non-utilization data for individuals ages 90 and above made between SSA and CMS for the purposes described in this agreement. SSA and CMS 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.

XVIII. PERSONS TO CONTACT

A. SSA Contacts

Program Information
Jeff Gatton, Program Analyst
Office of Public Service and Operations Support
Office of Operations
6401 Security Boulevard, Annex Building, Suite 1620
Baltimore, MD 21235-6401
Telephone: (410) 965-4339
Fax: (410) 966-0911
Email: Jeff.Gatton@ssa.gov

Data Exchange Issues
Leechelle Harrison, Data Exchange Liaison
Office of Data Exchange Policy Publications, International Negotiations
Office of Data Exchange and International
Agreements
6401 Security Boulevard, Annex Building
Baltimore, MD 21235-6401
Telephone: (410) 966-0308
Email: Leechelle.Harrison@ssa.gov

Systems Security Information
Jennifer Rutz, Director
Division of Compliance and Assessments
Office of Information Security

Office of Systems
Suite 3383 Perimeter East Building
6201 Security Boulevard
Baltimore, MD 21235
Telephone: (410) 966-8253Email: Jennifer.Rutz@ssa.gov

Agreement Information
Kwesi Morris, Government Information Specialist
Electronic Interchange & Liaison Division
Office of Privacy & Disclosures
Office of the General Counsel
6401 Security Boulevard, G-401 WHR
Baltimore, MD 21235
Telephone: (410) 965-0088
Email: Kwesi.A.Morris@ssa.gov

B. CMS Contacts

Program Issues
David Wright, Director
Quality, Safety & Oversight Group Center for Clinical Standards and Quality
Centers for Medicare & Medicaid Services Mail Stop:
7500 Security Boulevard
Baltimore, MD 21244-1850
Telephone: (410) 786-2000
Email: David.Wright@cms.hhs.gov

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

Systems Issues
Tejas Shukla
Division of Nursing Homes
Survey and Certification Group
Center for Clinical Standards and Quality
Mailstop: C2-21-16
7500 Security Boulevard
Baltimore, MD 21244-1850

Telephone: (410) 786-3500
Email: Tejas.Shukla@cms.hhs.gov

Dovid Chaifetz
Division of Quality Systems for Assessments and Surveys
Information Systems Group
Center for Clinical Standards and Quality
Mailstop: S2-26-16
7500 Security Boulevard
Baltimore, MD 21244-1850
Telephone: (410) 786-7123
Email: Dovid.Chaifetz@cms.hhs.gov

XIX. AUTHORIZED SIGNATURES

The signatories below warrant and represent that they have competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement.

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

SOCIAL SECURITY ADMINISTRATION

MARY ZIMMERMAN Digitally signed by MARY ZIMMERMAN
Date: 2022.04.08 16:23:21 -04'00'

_____ Date _____

Mary Ann Zimmerman
Deputy Executive Director
Office of Privacy and Disclosure
Office of the General Counsel

SOCIAL SECURITY ADMINISTRATION DATA INTEGRITY BOARD

Matthew Ramsey Digitally signed by Matthew Ramsey
Date: 2022.04.28 09:23:29 -04'00'

_____ Date _____

Matthew D. Ramsey
Executive Director
Data Integrity Board

CENTERS FOR MEDICARE & MEDICAID SERVICES

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 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.

Approved by (Signature of Authorized CMS Program Official)

Lee A. Fleisher -S Digitally signed by Lee A. Fleisher -S Date: 2022.04.14 07:46:45 -04'00' Date_____

Lee Fleisher, M.D.
Chief Medical Officer and Director
Center for Clinical Standards and Quality

CENTERS FOR MEDICARE & MEDICAID SERVICES

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 approving official, 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.

Approved by (Signature of Authorized CMS Approving Official)

Michael E. Pagels -S

Digitally signed by Michael E. Pagels -S
Date: 2022.04.15 10:49:16 -04'00'

_____ Date_____

Michael Pagels, Director
Division of Security, Privacy Policy, and Governance, and
Senior Official for Privacy
Information Security Privacy Group
Office of Information Technology

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES

HHS DATA INTEGRITY BOARD

The authorized DIB 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 their respective organization to the terms of this agreement.

HHS Data Integrity Board has reviewed and approved this Computer Matching Agreement and has found it to comply with the Privacy Act of 1974, as amended (5 U.S.C. § 552a).

Approved by

Cheryl R. Campbell Date 05/17/2022

Cheryl Campbell
Chairperson
Data Integrity Board
Department of Health and Human Services

Attachments:
A – Cost Benefit Analysis (CBA)
B – CMS Response File Layout
C – SSA Finder File Layout

Attachment A

Cost Benefit Analysis (CBA) for the Computer Matching Program (Match #1094) between Social Security Administration (SSA) and the Department of Health and Human Services (HHS) Centers for Medicare and Medicaid Services (CMS) for Disclosure of Medicare Non-Utilization Information (Age 90 and above)

Study Objective

The purpose of this study is to determine the cost-effectiveness of the computer matching operation between SSA and HHS CMS.

Background

The purpose of this computer matching operation is for CMS to identify and disclose to SSA identifying data on simultaneously entitled SSA Title II beneficiaries and Medicare or veterans' health insurance/Tricare insurance enrollees, age 90 and above, whose Medicare or veterans' health insurance/Tricare insurance records have been inactive for three or more years. SSA uses this data as an indicator to select and prioritize cases for review to determine continued eligibility to SSA Title II benefits. SSA contacts these individuals to verify ongoing eligibility. SSA ceases benefit payments if we are unable to locate the beneficiary, determine them to be deceased, or find them to be ineligible for other program related reasons.

SSA refers specific cases of suspected fraud, waste, or abuse to the Office of the Inspector General (OIG) for investigation. Beginning in fiscal year (FY) 2020, SSA's Office of Anti-Fraud Programs (OAFP) is authorized to use this data for the purposes of fraud discovery and the analysis of fraud programs operations.

Study Methodology

This computer match generated 15,338 alerts in FY 2020. Field office (FO) employees completed work on 4,504 of these alerts. The Office of Data Exchange and International Agreements (ODXIA) sampled 400 alerts from the 4,504 completed by FOs. ODXIA analyzed the master beneficiary records (MBR) of these beneficiaries to determine the amount of recurring monthly benefits suspended or terminated due to death, whereabouts unknown, or other program related reasons.

In FY 2020, SSA only produced alerts for those identified as simultaneously entitled to SSA and Medicare. Therefore, this study does not address the benefits or costs involved with simultaneously entitled SSA and veterans' health insurance/Tricare insurance enrollees.

Key Element 1: Personnel Costs

For Agencies

- **Source Agency: CMS**
- **Recipient Agency: SSA**

  FO Alert Development

  The Office of Public Service and Operations Support (OPSOS) reported that the FOs/Processing Service Centers (PSCs) spent an average development time of 69.26 minutes to develop each Medicare Non-Utilization Project case. The total development costs for the 4,504 alerts were approximately **$466,342.**

  Overpayment Development and Recovery Processing

  SSA also incurred costs for incorrect payment development and recovery processing for cases identified with an overpayment. Although we only consider some of the overpayment cases recoverable for this analysis, all overpayment cases discovered required processing. The FY 2020 cost per overpayment case is $460.63. The total overpayment development costs for the **146** alerts are approximately **$67,252**.

- **Justice Agencies: N/A**

For Clients: N/A
For Third Parties: N/A
For the General Public: N/A

Key Element 2: Agencies' Computer Costs

For Agencies

- **Source Agency: CMS**
- **Recipient Agency: SSA**

  The Matching Agreement and Operation

  For this data exchange, the Office of Systems estimates the systems costs to be **$7,700**.

- **Justice Agencies: N/A**

For Clients: N/A

For Third Parties: N/A
For the General Public: N/A

FY 2020 Interagency Agency Agreement Cost

The interagency agreement cost for this matching operation is **$7,385**, as determined by the Computer Matching Agreement.

We estimate that the total costs incurred in conducting this matching operation are **$548,679**.

The benefits realized from the development of the alerts from this matching operation include the detection and recovery of overpayments and the avoidance of future overpayments through the suspension or termination of recurring monthly payments.

Key Element 3: Avoidance of Future Improper Payments

To Agencies

- **Source Agency: CMS**
- **Recipient Agency: SSA**

Alerts for Living Beneficiaries

Based on analysis of the sample, we estimate FO review of the 4,504 cases resulted in a suspension of the recurring monthly payment amounts in 462 cases. The average suspended monthly payment amount was **$1,052**. If the match had not occurred, we assume this incorrect payment would have continued for at least six additional months. Therefore, the estimated savings by preventing erroneous future monthly payments would be approximately **$2,916,144**.

Death of Beneficiary Discovered by Project[1]

While conducting the match, we discovered that some of the beneficiaries are deceased. FO development of these cases resulted in the termination of the recurring monthly payment amounts in about **4.3%** percent of the sample cases, or 191 of the total cases the FO reviewed. The average terminated monthly payment amount was **$1,272**. If the match had not occurred, we assume this incorrect payment would have continued for six additional months and totaled approximately **$1,457,712**.

[1] The suspension rate was higher than usual in FY 2020 while the termination rate was lower. We believe this reflects the impact of the Covid-19 pandemic. Many suspensions began with the March benefit payment and likely remained in suspense status while the agency paused adverse action workloads. Under normal circumstances, more of the suspended cases would have resulted in terminations for beneficiary death. Since no benefit payments were being made, this has no monetary impact on the CBA.

- **Justice Agencies: N/A**

To Clients: N/A
To Third Parties: N/A
To the General Public: N/A

Key Element 4: Recovery of Improper Payments and Debts

To Agencies

- **Source Agency: CMS**

- **Recipient Agency: SSA**

  Our analysis of the sample found overpayments in 4.5% of the cases, so we estimate a total of 203 cases with overpayments totaling $12,140,821. Of the cases sampled, **100%** of the overpayments belong to deceased beneficiaries. We made the conservative assumption that recovery of overpayments from deceased beneficiaries is highly unlikely; therefore, we did not include an estimate of overpayments recovered from the deceased cases in the calculation of benefits. As a result, for FY 2020, we estimate there is **no benefit** to the agency from recovery of overpayments.

- **Justice Agencies: N/A**

To Clients: N/A
To Third Parties: N/A
To the General Public: N/A

Conclusion

The benefits to the United States Treasury and the Retirement Survivors Disability Insurance Trust Funds of this matching operation are the recovery of retroactive overpayments and the correction of those cases where there is a suspension or termination of the monthly benefit payments and the prevention of future overpayments. The benefits of this matching operation were **$4,373,856** with costs of **$548,679**, resulting in a benefit-to-cost ratio of **7.97** to **1**.

We note that SSA temporarily suspended processing and collection of some overpayments between March and September 2020 due to the Covid-19 pandemic. Therefore, this matching operation resulted in lower benefits from corrected overpayments in FY 2020 than we expected based on historical experience.

This matching operation is cost effective. Accordingly, we recommend the continuance of this matching activity.

CBA for the Computer Matching Operation (Match #1094) Between SSA and HHS CMS for Disclosure of Medicare Non-utilization Information (ages 90 and above)

Number of Alerts Released to the FO/PSC in FY 2020: 4,504
Number of FO/PSC Alerts included in ODXIA Sample: 400

Benefits

LIVING:

Retroactive Overpayments *(Recovery of Improper Payments and Debts)*

Percent of Alerts with Retroactive Overpayments	0%
Number of Alerts with Overpayments	0
Average Overpayment	$0
Total Overpayment	$0
Amount Expected to Recover (85%)	**$0**

Suspension of Monthly Payment Amount *(Avoidance of Future Improper Payments)*

Percent of Match with Suspension of Monthly Payment	10.3%
Number of Cases with Suspension of Monthly Payment	462
Average Suspended Monthly Payment Amount	$1,052
Total Suspension of Ongoing Monthly Payments	$486,024
Projected for 6 months	**$2,916,144**

DECEASED:

Termination of Monthly Payment Amount *(Avoidance of Future Improper Payments)*

Percent of Alerts with Termination of Monthly Payment	4.3%
Number of Alerts with Terminated Payments	191
Average Terminated Monthly Payment Amount	$1,272
Total Amount of Terminated Ongoing Monthly Payments	$242,952
Projected for 6 months	**$1,457,712**

Total Benefits	**$4,373,856**

Costs

IAA	$7,385
Systems Costs	$7,700
PSC/FO Alert Development Costs	$466,342
Overpayment Development/Recovery Processing Costs	$67,252

Total Costs	**$548,679**

Benefit-to-Cost Ratio	**7.97:1**

Attachment B

CMS Response File Layout

C. CMS Response File (OLBG.BTO.MNUPRSP.CMS.RMMYYYY) CMS sends this file to SSA. It contains all beneficiaries and identifies the matched beneficiaries on their database.				
Data Element Name	**Tag Name**	**Data Position**	**Data Length**	**Comments**
CMS File Number	HICN	1-11	11	SSA's CAN/BIC
Matched Beneficiary	MBY	12	1	Values: Y-Matched N-No match
Medicare Used in Last 3 Years	MED	13	1	Values: Y-Used N-Not used
Health Maintenance Organization	HMO	14	1	Values: Y-Has HMO N-No HMO
Nursing Home	NHM	15	1	Values: Y- Lives in Nursing Home N – Not in Nursing Home
Private Health Insurance	PRHI	16	1	Values: Y – Has Private Health Insurance N – No Private Health Insurance
VA	VA	17	1	Values: Y- Has VA Coverage

				N – No VA Coverage
TRICARE	TRIC	18	1	Values: Y – Has Tricare N – No Tricare
Filler		19-30	12	Spaces for Potential Future Use

Attachment C

SSA Finder File Layout

Data Element Name	Tag Name	Data Position	Data Length	Comments
CMS File Number	HICN	1-11	11	SSA's CAN/BIC
Date of Birth	DOB	12-19	08	CCYYMMDD
Beneficiary Given Name	BGN	20-39	20	First name
Beneficiary Last Name	BLN	40-59	20	
Filler		60-100	41	Spaces