

**COMPUTER MATCHING AGREEMENT
BETWEEN
THE CENTERS FOR MEDICARE & MEDICAID SERVICES
AND
THE SOCIAL SECURITY ADMINISTRATION
FOR
DISCLOSURE OF NURSING CARE FACILITY ADMISSION
AND DISCHARGE INFORMATION**

**SSA Match No. 1076
CMS Match No. 2021-05
HHS Match No. 2109**

I. PURPOSE

This computer matching agreement (agreement) sets forth the terms, conditions, and safeguards under which the Centers for Medicare & Medicaid Services (CMS) will disclose to the Social Security Administration (SSA) certain individuals' admission and discharge information for care received in a nursing care facility. Nursing care facility, for purposes of this agreement, means certain facilities referenced in CMS' Long Term Care-Minimum Data Set System Number 09-70-0528 (LTC/MDS), as defined below. SSA will use this information to administer the Supplemental Security Income (SSI) program efficiently and to identify Special Veterans' Benefits (SVB) beneficiaries who are no longer residing outside of the United States.

Section 1631(f) of the Social Security Act (Act) (42 U.S.C. § 1383(f)) requires CMS to provide SSA with "such information as the Commissioner of [SSA] needs for purposes of determining eligibility for or amount of benefits, or verifying other information with respect thereto." Beneficiary information required by SSA for these purposes includes the admission dates, discharge dates, and facility coding information contained in CMS' LTC/MDS.

The responsible component for CMS is the Survey and Certification Group, Center for Clinical Standards and Quality (CCSQ). CMS is the source agency for this matching program. SSA will serve as the recipient agency for this matching program.

II. LEGAL AUTHORITY

This agreement between SSA and CMS is executed pursuant to the Privacy Act of 1974 (5 U.S.C. § 552a), as amended by the Computer Matching and Privacy Protection Act (CMPPA) of 1988 (Pub. L. 100-503) and the regulations promulgated thereunder. CMS disclosures under this agreement constitute a matching program as

defined by the Privacy Act, 5 U.S.C. § 552a(a)(8), and will be conducted in accordance with applicable requirements and other relevant provisions of the Privacy Act.

Legal authority for the SSI portion of the matching program is contained in sections 1611(e)(1) and 1631(f) of the Act (42 U.S.C. §§ 1382(e)(1) and §1383(f)), and 20 C.F.R. § 416.211. Section 1611(e)(1)(B) of the Act (42 U.S.C. § 1382(e)(1)(B)) limits the amount of SSI benefits that eligible individuals or their eligible spouse may receive when that individual is, throughout any month, in a medical treatment facility receiving payments (with respect to such individual or spouse), under a State plan approved under Title XIX of the Act, or the amount of benefits an eligible child under the age of 18 may receive who is receiving payments under any health insurance policy issued by a private provider.

The legal authorities for the SVB portion of the matching program are contained in sections 801 and 806(a) and (b) of the Act (42 U.S.C. §§ 1001 and 1006(a) and (b)).

Legal authority for CMS' disclosures under this agreement is section 1631(f) of the Act (42 U.S.C. § 1383(f)), which requires Federal agencies to provide SSA with such information as necessary to establish eligibility for SSI payments, or the amount of benefits owed, and 45 CFR § 164.512(a) Standard: Uses and disclosures required by law (Health Insurance Portability and Accountability Act of 1996 Privacy Rule).

The legal authority for SSA to reimburse CMS under this interagency transaction is the Economy Act, 31 U.S.C. § 1535.

III. RESPONSIBILITIES OF THE PARTIES

A. CMS Responsibilities

1. CMS, as the source agency, will match the SSA finder file against its LTC/MDS system of records (SOR) and submit its response file to SSA in accordance with this agreement. This SOR contains admission and discharge data on certain nursing care facilities. "Nursing care facilities" means skilled nursing facilities (SNFs), nursing facilities (NFs), and SNFs/NFs, as defined at 42 C.F.R. § 483.5. CMS will submit its response file to SSA no later than 21 days after receipt of the SSA finder file.
2. In its response file, CMS will disclose certain nursing care facility admission and discharge data listed in Attachment 3 to enable SSA to determine SSI recipients' amount of benefits or eligibility for benefits, by identifying individuals who did not report their admission to a nursing care facility as required by applicable provisions of the Act. The nursing care facility admission and discharge data disclosed will also help SSA determine if an

SVB recipient has returned to the United States.

B. SSA Responsibilities

1. SSA, as the recipient agency, will provide Congress and the Office of Management and Budget (OMB) with a notice of this computer matching program and will publish the required matching notice in the Federal Register. Upon publication, SSA will inform CMS of the Federal Register notice.
2. SSA will provide CMS with a finder file on a monthly basis in accordance with this agreement. The finder file will contain the name and Social Security number (SSN) of SSI and SVB beneficiaries, and the data elements listed in Attachment 2.
3. SSA will use the information obtained by CMS under this agreement to identify SSI recipients who did not report their admission to a nursing care facility as required under the Act and to identify SVB beneficiaries who are no longer residing outside of the United States.
4. SSA will also inform SSI beneficiaries of computer matching activities whenever there is a pending adjustment to their SSI payments. Pursuant to the LTC/MDS system of records notice and this agreement, SSA will establish administrative, technical and physical safeguards to prevent unauthorized use or disclosure of the records in accordance with this agreement. For example, SSA:
 - a. Will remove/destroy patient-identifiable information at the earliest opportunity, in accordance with this agreement; and
 - b. Will not use/disclose the data other than as permitted by this agreement.

IV. JUSTIFICATION AND ANTICIPATED RESULTS

A. Justification

Section 1611(e)(1)(B) of the Act (42 U.S.C. § 1382(e)(1)(B)) (and as described in 20 C.F.R. § 416.211) limits the amount of SSI benefits that an eligible individual, or an eligible spouse may receive when that eligible individual is a patient in a medical treatment facility and receiving payments throughout the entirety of a given month under a State plan approved under Title XIX of the Act or, of certain eligible children who are receiving payments under any health insurance policy issued by a private provider. CMS' admission and discharge data will help SSA enforce this provision and potentially reduce the number of incorrect payments (overpayments/underpayments). The information provided under this agreement

by computer matching is faster and more efficient than the use of a manual process.

In accordance with section 801 of the Act (42 U.S.C. § 1001), an individual is entitled to receive SVB only when residing outside the United States. The information provided by this match will help SSA determine if the individual has resided or is residing in the United States.

B. Anticipated Results

The benefit to the United States Treasury of this matching operation is the correction of those cases where there is a decrease in the monthly payment amount and the recovery of detected overpayments, which total about **\$173,800,179**. We project the total costs to be **\$19,432,452**. The actual savings to the United States Treasury make this matching operation cost effective with a benefit to cost ratio of **8.94 to 1**. Accordingly, SSA & CMS recommend continuing this matching activity (See Attachment 1 – Cost Benefit Analysis (CBA)).

CMS does not expect to derive any program savings because of this matching operation.

V. DESCRIPTION OF RECORDS TO BE MATCHED

A. Systems of Records (SOR)

1. SSA will provide CMS with a finder file on a monthly basis, which will be extracted from data maintained pursuant to SSA's Supplemental Security Income Record and Special Veterans Benefits, SOR 60-0103, last fully published on January 11, 2006 (71 Fed. Reg. 1830), as amended on December 10, 2007 (72 Fed. Reg. 69723), July 3, 2018 (83 Fed. Reg. 31250-31251), and November 1, 2018 (83 Fed. Reg. 54969). Routine use 19 of the SOR allows the disclosure under this agreement. The information in this SOR may be updated during the effective period of this agreement as required by the Privacy Act.
2. CMS will match the SSA finder file against data maintained pursuant to the Long Term Care-Minimum Data Set (LTC/MDS) (System Number 09-70-0528) SOR, last fully published on March 19, 2007 (72 Fed. Reg. 12801), as amended on April 23, 2013 (78 Fed. Reg. 23938), May 29, 2013 (78 Fed. Reg. 32257), and February 14, 2018 (83 Fed. Reg. 6591); and submit its response file to SSA. Routine use 2 of the SOR allows the disclosure under this agreement. The information in this SOR may be updated during the effective period of this agreement as required by the Privacy Act.

B. Specified Data Elements Used in the Match

Attachment 2, "SSA Finder File," and Attachment 3, "CMS LTC/MDS Response File," contain the data elements used in this computer matching program.

C. Number of Records

SSA anticipates furnishing a monthly finder file to CMS that will contain approximately 7.9 million records of recipients of SSI and SVB.

CMS will provide a response file for those individuals matched to each monthly SSA finder file. The response file will contain the applicable data elements from the LTC/MDS assessment records described in Attachment 3. CMS will return approximately 50,000 records on a monthly basis to SSA.

D. Frequency

SSA will provide CMS with a finder file on a monthly basis. CMS will submit its response file to SSA no later than 21 days after receipt of the SSA finder file.

VI. NOTICE PROCEDURES**A. Applicants/Enrollees**

Both CMS and SSA will notify all applicants who apply for benefits for their respective programs that these two agencies will conduct matching programs. CMS beneficiaries are notified annually within the Medicare & You handbook. SSA applicants are notified when completing the SSI application.

B. Recipients

SSA will provide computer matching program information in its annual mailings of cost-of-living adjustment notices to current SSI and SVB recipients, which includes a notice that recipients may be subject to computer matching.

C. Federal Register Publication

SSA will provide notice of the matching program through a Federal Register notice.

Additionally, SSA will notify the appropriate Congressional Committees and OMB of this computer matching activity. 5 U.S.C. § 552a(o)(2)(A) and (r).

VII. VERIFICATION PROCEDURES AND OPPORTUNITY TO CONTEST FINDINGS

A. Verification Procedures

SSA will take no adverse action regarding applicants/recipients identified through the matching process solely based on the information that SSA obtains from CMS. SSA will contact the individual to verify the matching results in accordance with 5 U.S.C. § 552a(p) and OMB guidelines. SSA will then evaluate the individual's eligibility or payment amount, or both in accordance with the provisions in sections 1611(e)(1)(B) of the Act (42 U.S.C. § 1382(e)(1)(B)) and section 801 of the Act (42 U.S.C. § 1001).

B. Notice and Opportunity to Contest Findings

Before taking any adverse action based on the verified information received through the match, SSA will provide all applicants/recipients subject to adverse action by virtue of this computer-matching program with the following information:

1. That SSA has received information from CMS which indicates that the proposed adverse action affecting their benefits is necessary; and
2. That the individual has ten days to contest the proposed adverse action or SSA will conclude that the data upon which the decision is based are correct and will make necessary payment adjustments.

VIII. PROCEDURES FOR RETENTION AND TIMELY DESTRUCTION OF IDENTIFIABLE RECORDS

SSA and CMS will only retain the electronic files received from the other agency under this agreement for 90 days or the period required for any processing related to the matching program and will then destroy the records by electronic purging, unless the recipient agency must retain the information in order to meet evidentiary requirements. In the latter instance, SSA and CMS will retire the records in accordance with the Federal Records Retention Schedule (44 U.S.C. § 3303a).

SSA or CMS will not create permanent files or a separate system comprised solely of the data provided by the other agency.

SSA will destroy the CMS response files when matching is complete, and, where retention is required under the terms described above, may place a printout of the comparison results in that specific individual's SSA claims folder, as required. SSA will dispose of the printouts in accordance with the appropriate Federal records

retention schedule provided under 44 U.S.C. § 3303a.

IX. 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 A-130, *Managing 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 and 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' Systems Security Contact within one hour, SSA will contact CMS IT Service Desk at 1-800-562-1963 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 these 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 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 will protect 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 Policy and Procedures

SSA and CMS will adopt 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 guidelines and any subsequent revisions.

G. Security Assessments

NIST Special Publication (SP) 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 SP 800-37 indicates 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.

X. RECORDS USAGE, DUPLICATION, AND REDISCLOSURE RESTRICTIONS

SSA and CMS will adhere to the following limitations on the use of the information disclosed under the provisions of this agreement:

- A. The matching files exchanged under this agreement remain the property of the providing agency and will be destroyed as provided above in article VIII.
- B. SSA and CMS will use and access the data only for the purposes described in this agreement.
- C. SSA and CMS will not use the data to extract information concerning the individuals described therein for any purpose not stated in this agreement.

Nothing in this agreement shall limit the ability of SSA or CMS to respond to an order requiring the production of files or documents issued by a Court of competent jurisdiction, including files or documents covered by the Privacy Act that are produced under an appropriate Protective Order. Before production, the agency to whom the order applies, must provide reasonable notice to the agency whose records are the subject of the order to allow for that agency to intervene if necessary.

- D. SSA or CMS will not duplicate or disseminate the data exchanged by this matching program within or outside their respective agencies without the written approval of the agency providing such information, except when required by Federal law or under this agreement. SSA and CMS will not grant 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. ACCURACY ASSESSMENTS

SSA does not have an accuracy assessment specific to the data elements listed in this agreement (Attachment 2). However, SSA conducts assessments of the data in its

SORs as part of its ongoing financial integrity and internal control reviews in accordance with the guidelines established in OMB Management Procedures Memorandum No 2016-03 – Additional Guidance for DATA Act Implementation: Implementing Data-Centric Approach for Reporting Federal Spending Information; OMB M-17-04 – Additional Guidance for DATA Act Implementation: Further Requirements for Reporting and Assuring Data Reliability; and OMB M-18-16 – Appendix A to OMB Circular No. A-123, Management of Reporting and Data Integrity Risk. Based on these reviews which are certified by the agency’s Senior Accountable Official (agency Chief Financial Officer) and by the unqualified audit opinion rendered by the agency’s financial statement auditor, the agency has a reasonable assurance as to the accuracy and reliability of these data.

Based on its operational experience, CMS estimates that at least 96 percent of the information on the MDS is accurate.

XII. COMPTROLLER GENERAL ACCESS

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

XIII. REIMBURSEMENT

All work performed by CMS in accordance with this agreement will be performed on a reimbursable basis and billing is based on actual costs incurred. SSA will transfer funds to CMS, in the form of progress or periodic payments, on at least a quarterly basis to support CMS’ activities under this agreement. Transfers of funds will be by means of the IPAC (Intra-Governmental Payment and Collection) system. The SSA interagency agreement (IAA) number, as identified in Forms SSA-429 and FS-7600A & FS-7600B, will be cited on all IPAC submissions.

This agreement does not authorize SSA to incur obligations for payment of funds. Performance of such services is authorized only by execution of Forms SSA-429 and/or FS-7600A and FS-7600B. Moreover, since this agreement spans multiple fiscal years, CMS will prepare a new FS-7600B, and SSA may prepare a new Form SSA-429, 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 forms on or before the commencement of the applicable fiscal year. Both parties must approve modified Forms FS-7600A and FS-7600B and/or Form SSA-429 if actual costs exceed the estimated cost. Accordingly, attached to, and made a part of this agreement, are executed Forms FS-7600A and FS-7600B and Form SSA-429 that provide the authorization for CMS to perform services under this agreement in FY 2021.

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 the agreement.

XIV. DURATION OF AGREEMENT

A. Effective Date

The effective date of this agreement is June 20, 2021, provided that SSA reported the proposal to re-establish this matching program to the Congressional committees of jurisdiction and OMB in accordance with 5 U.S.C. § 552a(o)(2)(A) and OMB Circular A-108 (December 23, 2016), and SSA published notice of the matching program in the Federal Register in accordance with 5 U.S.C. § 552a(e)(12).

B. Duration

This agreement will be in effect for a period of 18 months.

C. Renewal

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

1. The matching program will be conducted without change; and
2. The matching program has been conducted in compliance with the original agreement.

If either agency does not want to continue this program, it must notify the other agency of its intention to discontinue at least 90 days before the end of the then-current period of the agreement.

D. Modification

SSA and CMS may modify this agreement at any time by a written modification, agreed to by both agencies and approved by the DIB of each agency, and in accordance with Federal law.

E. Termination

The agencies may terminate this agreement at any time with the consent of both

agencies. Either agency may unilaterally terminate this agreement upon written notice to the other agency requesting termination, in which case the termination shall be effective 90 days after the date of such notice, or at a later date as specified in the notice.

SSA or CMS may immediately and unilaterally suspend the data flow under this agreement or terminate this agreement if either party:

1. Determines that the other party has used or disclosed the information in an unauthorized manner;
2. Determines that the other party has violated or failed to follow the terms of this agreement; or
3. Has reason to believe that the other party breached the terms of this agreement. If either party suspends the data flow in accordance with this subsection, the data exchange will be suspended until final determination of a breach is made.

XV. INTEGRATION CLAUSE

This agreement, Attachments 1 through 3, and the accompanying Forms FS-7600A & FS-7600B and Form SSA-429 as referenced in article XIII constitute the entire agreement of the parties with respect to its subject matter and supersedes all other data exchange agreements between CMS and SSA that pertain to the disclosure of the specified CMS records on nursing care facility admission and discharge information. There have been no representations, warranties, or promises made outside of this agreement with respect to the subject matter of this agreement. This agreement will take precedence over any other documents that may be in conflict with it.

XVI. DISCLAIMER

CMS is not liable for any damages or loss resulting from errors in information provided to SSA under this agreement. Furthermore, CMS is not liable for damages or loss resulting from the destruction of any materials or data provided by SSA. All information furnished to SSA will be subject to the limitations and qualifications, if any, transmitted with such information. If, because of any such error, loss, or destruction, CMS must re-perform the services, the additional cost thereof becomes part of the full costs incurred in compiling and furnishing such information and SSA will pay for such additional costs.

XVII. DISPUTE RESOLUTION

Disputes related to this agreement will be resolved in accordance with instructions

provided in the Treasury Financial Manual (TFM), Volume I, Part 2, Chapter 4700, Appendix 6, *Intragovernmental Transaction Guide*.

XVIII. PERSONS TO CONTACT

A. SSA Contacts:

Computer Systems Issues

Robin Ott, Division Director
OBIS/DSDRQ
Benefit Information Systems
Office of Systems
Social Security Administration
6401 Security Boulevard, 4313 Robert M. Ball Building
Baltimore, MD 21235
Telephone: (410) 965-1828
Fax: (410) 597-1142
Email: Robin.Ott@ssa.gov

System Security Operations Issues/Information Security Issues

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

Agreement Issues

Marcia O. Midgett, Government Information Specialist
Electronic Interchange & Liaison Division
Office of Privacy & Disclosure
Office of the General Counsel
Social Security Administration
6401 Security Boulevard, G-401 WHR
Baltimore, MD 21235
Telephone: (410) 966-3219
Email: Marcia.O.Midgett@ssa.gov

Office of Data Exchange Liaison

Leechelle Harrison, Project Coordinator
Office of Data Exchange
Office of Data Exchange and Policy Publications
6401 Security Boulevard, 4-C-8B Annex Building
Baltimore, MD 21235
Telephone: (410) 966-0308
Email: Leechelle.Harrison@ssa.gov

B. CMS Contacts:**System Issues:**

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

Stacy Cole
Division of Chronic and Post Acute Care
Quality Measurement and Value-Based Incentives Group
Center for Clinical Standards and Quality
Mailstop: S3-02-01
7500 Security Boulevard
Baltimore, MD 21244-1850
Telephone: (410) 786-7502
Email: Stacy.Cole@cms.hhs.gov

Privacy Issues

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

XIX. SIGNATURES

A. SOCIAL SECURITY ADMINISTRATION

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

Electronic Signature Acknowledgement: 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.

MARY

Digitally signed by
MARY ZIMMERMAN

ZIMMERMAN

Date: 2021.01.12
16:12:18 -05'00'

Date _____

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

Matthew Ramsey

Digitally signed by Matthew Ramsey
Date: 2021.02.10 07:52:03 -05'00'

Date _____

Matthew D. Ramsey
Chair, Data Integrity Board

B. CENTERS FOR MEDICARE & MEDICAID SERVICES

CMS Program Official

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.

Electronic Signature Acknowledgement: 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.

Michelle B.
Schreiber -S

Digitally signed by Michelle
B. Schreiber -S
Date: 2021.01.28 22:15:14
-05'00'

_____ Date _____

Michelle Schreiber, Director
Quality Measurement and Value-Based Incentives Group
Center for Clinical Standards and Quality

CENTERS FOR MEDICARE & MEDICAID SERVICES

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

Michael E. Pagels -S

Digitally signed by Michael E. Pagels -S
Date: 2021.01.29 11:12:48 -05'00'

_____ Date _____

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

CENTERS FOR MEDICARE & MEDICAID SERVICES

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.

_____ Date _____

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

Attachments:

- 1 – Cost Benefit Analysis (CBA)
- 2 – SSA Finder File
- 3 – CMS LTC/MDS Response File