

**COMPUTER MATCHING AGREEMENT
BETWEEN
DEPARTMENT OF HEALTH AND HUMAN SERVICES
CENTERS FOR MEDICARE & MEDICAID SERVICES
AND
SOCIAL SECURITY ADMINISTRATION
FOR
DETERMINING ENROLLMENT OR ELIGIBILITY
FOR
INSURANCE AFFORDABILITY PROGRAMS UNDER
THE PATIENT PROTECTION AND AFFORDABLE CARE ACT**

**Centers for Medicare & Medicaid Services No. 2021-12
Department of Health and Human Services No. 2008
The Social Security Administration No. 1097**

I. PURPOSE, LEGAL AUTHORITY AND DEFINITIONS

A. Purpose

This computer matching agreement (agreement) establishes the terms, conditions, safeguards, and procedures under which the Social Security Administration (SSA) will disclose information to the Centers for Medicare & Medicaid Services (CMS) in connection with the administration of Insurance Affordability Programs under the Patient Protection and Affordable Care Act (PPACA) (Public Law (Pub. L.) No. 111-148), as amended by the Health Care and Education Reconciliation Act of 2010 (Pub. L. No. 111-152) (collectively, PPACA) and its implementing regulations. CMS will use SSA data to determine individuals' eligibility for initial enrollment in a Qualified Health Plan (QHP) through an Exchange established under PPACA, for Insurance Affordability Programs (IAPs), and certificates of exemption from the shared responsibility payment; and to make eligibility redeterminations and renewal decisions, including appeal determinations. IAPs include:

1. Advance payments of the premium tax credit (APTC) and cost sharing reductions (CSRs),
2. Medicaid,
3. Children's Health Insurance Program (CHIP), and
4. Basic Health Program (BHP).

SSA will provide CMS with the following information about each individual identified in finder files provided by CMS, as relevant: (1) Social Security number (SSN) verifications, (2) death indicator, (3) Title II disability indicator, (4) incarceration information, (5) monthly and annual Social Security benefit information under Title II of

the Social Security Act (the Act), (6) Quarters of Coverage (QC), and (7) confirmation that an allegation of citizenship is consistent with SSA records.

Authorized employees and contractors of CMS and SSA will carry out the terms and conditions of this agreement.

B. Legal Authority

This agreement is executed in compliance with the Privacy Act of 1974, as amended (5 United States Code (U.S.C.) §552a); PPACA; the E-Government Act of 2002 which includes the Federal Information Security Management Act (FISMA), (44 U.S.C. §§3541-3549), as amended by the Federal Information Security Modernization Act of 2014 (U.S.C. §§3551-3558), and the regulations and guidance promulgated thereunder; Office of Management and Budget (OMB) Circular A-130, Managing Information as a Strategic Resource, published at 81 Federal Register (Fed. Reg.) 49689 (July 28, 2016); and OMB guidelines pertaining to computer matching published at 54 Fed. Reg. 25818 (June 19, 1989).

The following statutes provide legal authority for the matching program:

1. Section 1411(a) of the PPACA requires the Secretary of the Department of Health and Human Services (HHS) to establish a program meeting the requirements of the PPACA to determine eligibility for enrollment in coverage under a QHP through an Exchange or participation in certain IAPs, and for certifications of exemption. Pursuant to section 1311(d)(4)(H) of the PPACA, an Exchange, subject to section 1411 of the PPACA, must grant a certification attesting that an individual is exempt from the individual responsibility requirement or penalty imposed by section 5000A of the Internal Revenue Code (IRC). Under section 1411(c) of the PPACA, the Secretary of HHS shall submit certain identifying information, including SSNs to the Commissioner of Social Security for a determination as to whether the information is consistent with the information in the records of SSA. Under section 1411(d) of the PPACA, the Secretary of HHS is directed to establish a system for verification of other information necessary to make an eligibility determination. Section 1411(e)(1) of PPACA directs recipients of the information transmitted by the Secretary of HHS to respond to the request(s) for verification in connection with that information. The Secretary of HHS has developed and implemented portions of this matching program through regulations at 45 Code of Federal Regulations (C.F.R.) Part 155.
2. Section 1413(a) of the PPACA requires the Secretary of HHS to establish a system under which individuals may apply for enrollment in, and receive an eligibility determination for, participation in IAPs or enrollment in a QHP through an Exchange. Section 1413(c) of the PPACA directs the use of a secure electronic system for transmitting information to determine eligibility for IAPs and enrollment in a QHP through an Exchange and section 1413(d) of the PPACA authorizes the Secretary of HHS to enter into agreements to share data pursuant to section 1413. The program established by the Secretary under section 1413 of the PPACA also provides for the Secretary of HHS to transmit information to the Commissioner of Social Security for verification purposes for periodic redeterminations and renewals of eligibility determinations under certain circumstances. The Secretary of HHS has developed

and implemented portions of this program through regulations at 42 C.F.R. §§435.948, 435.949, and 457.380.

3. Section 1411(c)(4) of the PPACA requires HHS (herein after CMS) and SSA to use an online system or a system otherwise involving electronic exchange.
4. Section 205(r)(3) of the Act permits SSA to disclose, on a reimbursable basis, death status indicator information to a federal agency or state agency that administers a federally-funded benefit other than pursuant to the Act to ensure proper payment of such benefit. Section 7213 of the Intelligence Reform and Terrorism Prevention Act of 2004 (50 U.S.C. §401) provides SSA authority to add a death indicator to verification routines that the agency determines to be appropriate.
5. Sections 202(x)(3)(B)(iv) and 1611(e)(1)(I)(iii) of the Act permit SSA to disclose, on a reimbursable basis, incarceration information to an agency administering a federal or federally-assisted cash, food, or medical assistance program for eligibility and other administrative purposes under such program.
6. Section 1106(b) of the Act authorizes SSA to disclose SSA information so long as the disclosure is legally authorized and the recipient agency agrees to pay for the information requested in such amount, if any (not exceeding the cost of furnishing the information), as may be determined by the Commissioner of Social Security.
7. Section 1411(f)(1) of the PPACA requires the Secretary of HHS, in consultation with the Secretary of the Treasury, the Secretary of Homeland Security, and the Commissioner of Social Security to establish procedures for re-determining eligibility on a periodic basis in appropriate circumstances.
8. Section 1411(f)(1) of the PPACA requires the Secretary of HHS to establish procedures for the periodic redetermination of eligibility for enrollment in a QHP through an Exchange, APTC, CSRs, and certificates of exemptions. Under the authority of sections 1311, 1321, and 1411 of the PPACA, the Secretary of HHS adopted regulations 45 C.F.R. §§155.330 and 155.335 which further address the requirements for an Exchange to re-determine 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, as well as on an annual basis. Pursuant to 45 C.F.R. §155.620, an Exchange must re-determine an individual's eligibility for a certificate of exemption, except for the certification of exemption described in 45 C.F.R. §155.605(g)(2), when it receives new information from the individual. Pursuant to 42 C.F.R. §§435.916 and 457.343, State agencies administering Medicaid and CHIP programs must also periodically review eligibility and renew determinations of eligibility for Medicaid and CHIP beneficiaries.
9. Section 1943(b)(3) of the PPACA (as added by section 2201 of the PPACA) requires that Medicaid and CHIP agencies utilize the same streamlined enrollment system and secure electronic interface established under section 1413 of the PPACA to verify data and determine eligibility.

10. Section 1331 of the PPACA provides the authority for the BHP. Section 1331 provides that an eligible individual in the BHP is one whose income is in a certain range and who is not eligible to enroll in Medicaid for essential health benefits, nor for minimum essential coverage (as defined in section 5000A(f) of the IRC of 1986) nor for affordable employer-sponsored insurance. 42 C.F.R. §600.300 requires BHPs to establish mechanisms and procedures to maximize coordination with the Exchange, Medicaid, and CHIP. It requires agencies administering BHPs to establish and maintain processes to make income eligibility determinations using modified adjusted gross income, and to ensure that applications received by the agency result in eligibility assessments or determinations for those other programs. It further requires the agency administering the BHP to participate in the secure exchange of information with agencies administering other IAPs.
11. 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 an agency system of records, without the prior written consent of the individual, when such disclosure is pursuant to a routine use. SSA and CMS have published routine uses for their respective systems of records to authorize their disclosures under this agreement.

C. Definitions

1. “Advance Payments of the Premium Tax Credit” or “APTC” means payment of the tax credits specified in section 36B of the IRC (as added by section 1401 of the PPACA), which are provided on an advance basis to an eligible individual enrolled in a QHP through an Exchange in accordance with sections 1402 and 1412 of the PPACA;
2. “Applicant” means an individual seeking enrollment in a QHP through an Exchange, eligibility for himself or herself in an IAP, or a certificate of exemption; this term includes an individual whose eligibility is determined at the time of a renewal or redetermination;
3. “Application filers” 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 in 26 C.F.R. §1.36B-1(d)), an authorized representative of an applicant, or if the applicant is a minor or incapacitated, someone acting responsibly for an applicant, excluding those individuals seeking eligibility for an exemption;
4. “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;
5. “Basic Health Program” or “BHP” means an optional state program established under section 1331 of the PPACA;
6. “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 an other than authorized purpose;
7. “Children’s Health Insurance Program” or “CHIP” means the state program established under Title XXI of the Social Security Act;
 8. “CMS” means the Centers for Medicare & Medicaid Services. The Centers for Medicare and Medicaid Services combines the oversight of the Medicare program, the federal portion of the Medicaid Program and State Children’s Health Insurance Program, the Health Insurance Marketplace, and related quality assurance activities;
 9. “Eligibility determination” means the determination of eligibility for enrollment in a QHP through an Exchange, IAP, or exemption, and includes the process of resolving an appeal of an Eligibility Determination;
 10. “Exchange” means a State-based Exchange (including a not-for-profit Exchange) or a Federally-Facilitated Exchange (FFE) established under sections 1311(b), 1311(d)(1), or 1321(c)(1) of the PPACA;
 11. “Exemption” means an exemption from the requirement or penalty imposed by section 5000A of the IRC - pursuant to section 1311(d)(4)(H) of the PPACA, an Exchange, subject to section 1411 of the PPACA, must grant a certificate of exemption attesting that an individual is exempt from the individual responsibility requirement or penalty imposed by section 5000A of the IRC;
 12. “HHS” means the Department of Health and Human Services;
 13. “Incident” is defined by OMB M-17-12 (Jan. 3, 2017), and 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;
 14. “Insurance Affordability Program” or “IAP” means a program that is one of the following: (1) a state Medicaid program under Title XIX of the Social Security Act; (2) a state CHIP program under Title XXI of such Act; (3) a state BHP established under section 1331 of the PPACA; (4) a program that makes coverage in a QHP through the Exchange with APTC; or (5) a program that makes available coverage in a QHP through the Exchange with CSR;
 15. “Matching Program” means any computerized comparison of two or more automated systems of records or a system of records with non-federal records for the purpose of establishing or verifying eligibility, or compliance with statutory and regulatory requirements, for payments under federal benefit programs, or for the purpose of recouping payments or delinquent debts under federal benefit programs;
 16. “Personally Identifiable Information” or “PII” is defined by OMB M-17-12 (January 3, 2017) and means information which can be used to distinguish or trace an individual’s identity, such as name, SSN, biometric records, etc., alone, or when

combined with other information that is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.;

17. "PPACA" means Patient Protection and Affordable Care Act (Pub. L. No. 111-148), as amended by the Health care and Education Reconciliation Act of 2010 (Pub. L. No. 111-152) (collectively, PPACA);
18. "Qualified Health Plan" or "QHP" means a health plan that has in effect a certification that it meets the standards described in subpart C of part 156 in Title 45 of the C.F.R. issued or recognized by each Exchange through which such plan is offered in accordance with the process described in 45 C.F.R. §155 subpart K;
19. "Quarter of Coverage" or "QC" is the basic unit of Social Security coverage used in determining a worker's insured status. SSA will credit an individual with QCs based on his/her earnings covered under Social Security;
20. "Redetermination" means the process by which an Exchange determines eligibility for enrollment in a QHP and/or an IAP or certificate of exemption for an enrollee in one of two circumstances: (1) on an annual basis prior to or during open enrollment; and/or (2) when an individual communicates an update to an Exchange that indicates a change to the individual's circumstances affecting his /eligibility;
21. "Relevant Individual" means any individual listed by name and SSN on an application for enrollment in a QHP through an Exchange, an IAP, or for a certificate of exemption whose PII may bear upon determination of the eligibility of an individual for enrollment in a QHP and/or for an IAP or certificate of exemption;
22. "Renewal" means the annual process by which the eligibility of Medicaid and CHIP beneficiaries is reviewed for continuation of coverage;
23. "Routine Use" refers to a description of a disclosure recipient and purpose to and for which the agency may disclose a Privacy Act record to parties who are not employees or official of the agency without the individual record subject's prior, written consent. To be valid, a routine use must be published in the System of Records Notice (SORN) for the applicable system of records for a public notice and comment period of a least 30 days and must be compatible with the purpose for which the agency collected the record;
24. "SSA" means the Social Security Administration;
25. "System of Records" means a group of any records under the control of a federal agency from which information about an individual 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's Responsibilities

1. Pursuant to sections 1411 and 1413 of the PPACA, CMS will develop procedures to transmit information to SSA.
2. CMS will only request data from SSA's records when necessary to make an Eligibility Determination, or for use in a redetermination or a renewal.
3. CMS will provide the required data elements necessary and agreed upon when requesting data from SSA, including but not limited to first and last name, date of birth, and SSN.
4. CMS will use the information disclosed by SSA for the purposes set forth in this agreement.
5. CMS will ensure its use of the information SSA provides is in accordance with the Privacy Act, 5 U.S.C. §552a, and federal law.
6. When both the HHS Data Integrity Board (DIB) and the SSA DIB approve this agreement, CMS will provide Congress and the OMB with advance notice of this Matching Program. Upon completion of OMB's advance review CMS will publish the required matching notices in the Fed. Reg. and will provide a copy of the published notice to SSA.
7. CMS will reimburse SSA for the costs associated with SSA's performance of this agreement pursuant to a separately executed interagency agreement.
8. CMS will ensure the SSA-provided monthly and annual Title II benefit income information, and any information regarding detailed QC, will only be displayed when the written consent of the subject individual has been obtained during the application, eligibility determination, redetermination, renewal, or exemption determination processes, including any related appeals processes.

B. SSA's Responsibility

SSA will provide the required data necessary and agreed upon when transmitting a service response to CMS for eligibility determinations, redeterminations, and renewals.

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 an Attachment, covering this and seven other "Marketplace" matching programs which CMS conducts with other federal agencies. The CBA demonstrates that monetary costs to operate the eight Marketplace matching programs exceed \$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

Even though the Marketplace matching programs cannot be demonstrated to be cost-effective to conduct, ample justification exists in the CBA sections III (Benefits) and IV (Other Benefits and Mitigating Factors) to justify DIB approval of the matching programs. As required by the Privacy Act at 5 U.S.C. §552a(u)(4)(B), each party's DIB is requested to determine, in writing, that a CBA (i.e., a CBA demonstrating likely cost-effectiveness) is not required (i.e., is not required to approve this matching program). The Privacy Act does not require the showing of a favorable ratio for the match to be continued, only that an analysis be done. The intention is to provide Congress with information to help evaluate the effectiveness of statutory matching requirements with a view to revising or eliminating them where appropriate. Therefore, each party's DIB is requested to approve this agreement based on other justifications, which include the following:

1. Certain Marketplace matching programs are required and are not discretionary. However, some Marketplace matching programs are based on SSA's permissive routine use disclosure authority, not a statutory obligation.
2. The Marketplace matching programs' eligibility determinations and minimum essential coverage checks result in improved accuracy of consumer eligibility, which CMS anticipates will continue to produce expedited Eligibility Determinations while minimizing administrative burdens and achieve operational efficiencies.
3. The matching programs provide a significant net benefit to the public by accurately determining eligibility for APTC.
4. An efficient eligibility and enrollment process contributes to greater numbers of consumers enrolling in Marketplace qualified health plans, resulting in a reduction of the uninsured population, therefore improving overall health care delivery.
5. 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. However, use of matching programs is effectively mandated by statute and regulation in order to provide for the streamlined application process required by Congress in section 1413 of the PPACA. Therefore, the optimal result is attained by limiting the cost of conducting the matching programs by using a matching program operational structure and technological process that is more efficient than any alternatives.

IV. RECORDS DESCRIPTION

CMS and SSA have published SORNs that cover the records used in this matching program. CMS and SSA will maintain data obtained through this agreement in accordance with the Privacy Act and SORN requirements.

Each party is responsible for ensuring that its uses and disclosures of the information it receives from the other in this matching program comply with OMB guidance relevant to matching programs, the Privacy Act, and other applicable federal law.

A. Systems of Records

1. The CMS SORN that supports this matching program is the CMS Health Insurance Exchange System (HIX), CMS System No. 09-70-0560, last published in full 78 Fed. Reg. 63211 (Oct. 23, 2013) and partially updated at 83 Fed. Reg. 6591 (Feb. 14, 2018). Routine use 3 authorizes CMS's disclosures of identifying information about applicants to SSA for use in this matching program.
2. The SSA SORNs and routine uses that support this matching program are identified below:
 - a. Master Files of SSN Holders and SSN Applications, 60-0058, last fully published December 29, 2010 (75 Fed. Reg. 82121) and amended on July 5, 2013 (78 Fed. Reg. 40542), February 13, 2014 (79 Fed. Reg. 8780), July 3, 2018 (83 Fed. Reg. 31250-31251) and November 1, 2018 (83 Fed. Reg. 54969);
 - b. Prisoner Update Processing System (PUPS), 60-0269, last fully published March 8, 1999 (64 Fed. Reg. 11076) and amended on December 10, 2007 (72 Fed. Reg. 69723), July 5, 2013 (78 Fed. Reg. 40542), and November 1, 2018 (83 Fed. Reg. 54969);
 - c. Master Beneficiary Record, 60-0090, last fully published January 11, 2006 (71 Fed. Reg. 1826), and amended on December 10, 2007 (72 Fed. Reg. 69723), July 5, 2013 (78 Fed. Reg. 40542), July 3, 2018 (83 Fed. Reg. 31250-51 and November 1, 2018 (83 Fed. Reg. 54969);
 - d. Earnings Recording and Self-Employment Income System, 60-0059, last fully published January 11, 2006 (71 Fed. Reg. 1819) and amended on July 5, 2013 (78 Fed. Reg. 40542) and November 1, 2018 (83 Fed. Reg. 54969).

The information in these systems of records may be updated during the effective period of this agreement as required by the Privacy Act.

B. Number of Records Involved

The following table provides the base estimates for the total number of transactions in fiscal year (FY) 2021 and FY 2022, as well as the number of transactions in the estimated highest month within each of those years. These estimates use current

business assumptions, as well as historical transaction data. These estimates are subject to change as business assumptions or estimates are updated and/or refined.

	FY 2021 Total	FY 2021 Highest Month	FY 2022 Total	FY 2022 Highest
Real-time	176,496,143	27,134,554	177,414,598	27,207,447
Batch	40,138,296	4,300,094	40,871,097	4,976,543

C. Specified Data Elements Used in the Match

Applicants for enrollment in a QHP through an Exchange, IAPs, and certificate of exemption are only required to provide information strictly necessary to authenticate identity, determine eligibility, and determine the amount of APTC or CSRs.

Accordingly, CMS will request a limited amount of SSA information for purposes of PPACA eligibility determinations, redeterminations, and renewals.

1. For each applicant and for Relevant Individuals, CMS will submit a submission file to SSA that contains the following mandatory specified data elements in a fixed record format: last name, first name, date of birth, SSN, and citizenship indicator.
2. For each applicant, SSA will provide CMS with a response file in a fixed record format. Depending on CMS' request, SSA's response may include the following data elements: last name, first name, date of birth, death indicator, disability indicator, incarceration information, Title II (annual and monthly) income information, and confirmation of attestations of citizenship status and SSN. SSA may also provide QC data when CMS requests it.
3. For Relevant Individuals, CMS will request a limited amount of SSA information. Based on CMS' request, SSA will verify a Relevant Individual's SSN with a death indicator and may provide a Relevant Individual's QC data or Title II (annual and monthly) income information. CMS will not request citizenship or immigration status data for a Relevant Individual.
4. For renewals and redeterminations, CMS will request and SSA will provide verification of SSNs with a death indicator, Title II income information, and disability indicator.
5. For self-reported redeterminations, CMS will provide SSA with the following: updated or new information reported by the applicant-or enrolled individual, last name, first name, date of birth, and SSN. Depending on CMS' request, SSA's response will include each of the following data elements that are relevant and responsive to CMS's request: last name, first name, date of birth, death indicator, disability indicator, incarceration information, Title II (annual and monthly)

income information, and confirmation of new attestations of citizenship status, verification of SSN, and QC data.

6. For individuals seeking an exemption, CMS will provide last name, first name, date of birth, citizenship indicator, and SSN to SSA. SSA will provide CMS with a response including: last name, first name, date of birth, confirmation of attestations of citizenship status, verification of SSN, death indicator, disability indicator, incarceration information, and Title II (annual and monthly) income information.

D. Frequency of Data Exchanges

The data exchange under this agreement will begin March 9, 2021 and continue through September 8, 2022, in accordance with schedules set by CMS and SSA. CMS will submit requests electronically in real-time and batch processing on a daily basis throughout the year.

V. NOTICE PROCEDURES

- A. CMS will publish notice of the Matching Program in the Fed. Reg. as required by the Privacy Act (5 U.S.C. §552a(e)(12)).
- B. At the time of application or change of circumstances, CMS provides actual notice to applicants for enrollment in a QHP, or an IAP, on the streamlined eligibility application, that the information they provide may be verified with information in the records of other federal agencies. CMS also provides this actual notice to individuals seeking a redetermination or renewal decision.
- C. When an applicant submits an application for a certificate of exemption, CMS will provide the individual with actual notice on the exemption application regarding the collection, use, and disclosure of the applicant's PII and a Privacy Act statement describing the purposes for which the information is intended to be used and disclosed, which encompasses the disclosures made in this matching program.

VI. VERIFICATION PROCEDURES AND OPPORTUNITY TO CONTEST FINDINGS

Information maintained or created by CMS regarding any individual that becomes part of the CMS' HIX system of records can be corrected by an individual at any time by contacting CMS.

CMS established and maintains notice and opportunity to contest procedures by which individuals may correct information about them in the match results CMS obtains from SSA before an adverse action is taken on the basis of the match results. CMS will ensure that, prior to any adverse action, the individual is provided proper contact information and instructions for contesting the contents of the information depending on the source and type of information being contested.

VII. DISPOSITION OF MATCHED ITEMS

- A. SSA and CMS will retain the electronic submission and response files received from the other party only for the period of time required to complete a verification necessary for the applicable eligibility determination, redetermination, or renewal under this matching program and will then destroy all such files by electronic purging, except to the extent required to retain files longer to meet evidentiary requirements, for internal audits, for accuracy checks, or to adjudicate appeals. In the case of such longer retention, the parties will retire the retained files in accordance with the applicable federal records retention schedule (44 U.S.C. §3303a). The parties will not create permanent files or a separate system comprised solely of the data provided by the other party.
- B. SSA will not maintain PII in the submission files received from CMS for future verification purposes, except as provided in Section XI for General Accountability Office (GAO) audit purposes. The submission files provided by CMS remain the property of CMS.

VIII. SECURITY PROCEDURES

SSA and CMS will comply with the security and reporting requirements of the E-Government Act of 2002, which includes the Federal Information Security Management Act of 2002 (FISMA) (44 U.S.C. §§3541-3549), as amended by the Federal Information Security Modernization Act of 2014 (44 U.S.C. §§3541-3549); related OMB circulars and memoranda, including OMB Circular A-130, *Managing Information as a Strategic Resource* (July 28, 2016) and OMB Memorandum M-17-12, *Preparing for and Responding to a Breach of Personally Identifiable Information* (January 3, 2017); standards issued by the National Institute of Standards and Technology (NIST); and the Federal Acquisition Regulations, including any updates published after the effective date of this agreement, in safeguarding the federal information systems and records used in this matching program. 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. 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. Additionally, CMS will follow federal, HHS, and CMS policies, including the CMS Information Systems Security and Privacy Policy and the CMS Acceptable Risk Safeguards (ARS) standards. 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. Incident Reporting

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 Systems Security Contact within one hour, SSA 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).

B. Breach Notification

SSA and CMS will follow PII breach notification policies and related procedures issued by OMB guidelines and the US-CERT Federal Incident Notification Guidelines. 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 except as required by federal Law. 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 transmit or transport the data matched and any data created by the match. SSA and CMS have established, and will comply with appropriate safeguards for the data 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 Policies and Procedures

SSA and CMS have adopted policies and procedures to ensure that each agency uses the information contained in its records or obtained from the other agency 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 has assessed security posture in order to share information. NIST SP 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 making risk-based decisions. Either party may make requests for this information at any time throughout the duration or any renewal of this agreement.

H. Compliance

CMS must ensure information systems that process information provided by SSA under this matching agreement are compliant with CMS ARS standards. The ARS documents 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 will comply with the revised version. CMS will implement compliance monitoring procedures to ensure that information provided by SSA under this matching agreement is properly used by CMS or by Authorized Users. Reviews of Authorized Users will be conducted at the discretion of CMS.

I. Logging

CMS will retain a log of transactions submitted by CMS to SSA for matching under this agreement for audit purposes. The logged information will be retained by CMS and will be made available upon request in order to conduct analysis and investigations of reported security incidents involving access or disclosure of information provided by SSA under this matching agreement.

J. Reports of Fraud and Misuse

Each party will report to the other party such incidents of fraud or misuse known to the party that involve information supplied by the other party under this matching agreement.

K. Security Status Sharing

Federal agencies that conduct security assessments of Authorized Users in support of the Act may also share information regarding the operational status of those entities to other federal agencies that supply information in support of operations under the Act.

IX. RECORDS USAGE, DUPLICATION, AND REDISCLOSURE RESTRICTIONS

This agreement governs SSA disclosures to CMS and CMS disclosures to SSA for the purposes outlined in this agreement. Such disclosures are distinct from CMS disclosures to other parties for purposes of Eligibility Determinations, Renewals, and Redeterminations, which are subject to and solely governed by CMS SORN(s). CMS has responsibility for safeguarding the information described in its SORN(s) and ensuring that its use of such information is compliant with the Privacy Act, federal law, and OMB guidance.

CMS and SSA will comply with the following limitations on use, duplication, and re-disclosure of the data in the submission and response files exchanged under this agreement:

- A. CMS and SSA will use the data only for purposes described in this agreement.
- B. CMS and SSA will not use the data or submission and response files to extract information concerning individuals therein for any purpose not covered by this agreement, except as required by federal law.
- C. The matching response files provided by SSA under this agreement will remain the property of SSA and CMS will retain the matching response files only as described in Section VI of this agreement.
- D. CMS and SSA will not duplicate or disseminate the submission and response files, within or outside their respective agencies, without the written consent of the other party, except as required by federal law or for purposes under this agreement.
- E. CMS and SSA will not permit the submission and response files exchanged under this agreement to be stored, transferred, or maintained outside of the United States, its territories or possessions, except to process Internet-based applications from individuals seeking coverage through an Exchange from a foreign location.
- F. Any individual who knowingly and willfully uses information obtained pursuant to this agreement in a manner or for a purpose not authorized by 45 C.F.R. §155.260 and section 1411(g) of the PPACA are potentially subject to the civil penalty provisions of section 1411(h)(2) of the PPACA, which carries a fine of up to \$25,000.

X. ACCURACY ASSESSMENTS

SSA independently assessed the benefits data used in this matching program to be more than 99 percent accurate when the benefit record is created. Incarceration data, some of which is not independently verified by SSA, does not have the same degree of accuracy as SSA's benefit data. CMS will independently verify incarceration data through applicable CMS verification procedures and the notice and opportunity to contest procedures specified in Section VI of this agreement before taking any adverse action. The SSA Enumeration System used for SSN matching is 100 percent accurate based on SSA's Office of Quality Review "FY 2018 Enumeration Accuracy Review Report (April, 2019)."

SSA's assessment of its citizenship data indicates that approximately ¼ of those records do not have an indication of citizenship present. However, SSA notes that while the indication of citizenship present in its records has increased over the years, it still only represents a snapshot in time. Accordingly, while SSA may have more records with an indication of citizenship, this information may not be available at the time of SSA's data exchange with CMS.

XI. 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.

XII. REIMBURSEMENT

This agreement does not authorize SSA to incur obligations through the performance of the services described herein. Only the execution of Forms FS-7600A and FS-7600B and an executed Inter-Agency Agreement (IAA) authorizes the performance of such services. SSA may incur obligations by performing services under a reimbursable agreement only on a fiscal year basis. Accordingly, attached to, and made a part of this Agreement, are an executed Form FS-7600A and FS-7600B and an executed IAA that provide authorization for SSA to perform services under this agreement in FY 2021. SSA's ability to perform work beyond FY 2021 is subject to the availability of funds.

XIII. DURATION OF AGREEMENT, MODIFICATION, AND TERMINATION

A. Duration: The Effective Date of this agreement is March 9, 2021, provided that CMS 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 and after completion of OMB's advance review, CMS published notice of the matching program in the Federal Register in accordance with 5 U.S.C. §552a(e)(12).

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

The DIBs of CMS and SSA may, within 3 months prior to the expiration of this agreement, renew this agreement for a period not to exceed 12 months if CMS and SSA certify to their DIBs that:

1. The matching program will be conducted without change; and
2. CMS and SSA have conducted the matching program in compliance with the original agreement.

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

- B. Modification: The parties may modify this agreement at any time by a written modification, agreed to by both parties and approved by the DIB of each agency.
- C. Termination: The parties may terminate this agreement at any time with the consent of both parties. Either party may unilaterally terminate this agreement upon written notice to the other party, in which case the termination shall be effective 90 days after the date of the notice, or as specified in the notice.

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

1. Determines that CMS has used or disclosed the information in an unauthorized manner;
2. Determines that CMS has violated or failed to follow the terms of this agreement; or
3. Has reason to believe that CMS breached the terms for security of data. If SSA suspends the data flow in accordance with this subsection, SSA will suspend the data until SSA makes a final determination of a breach.

XIV. LIABILITY

- A. Each party to this agreement shall be liable for acts and omissions of its own employees.
- B. 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. §1346(b)), or pursuant to other federal statutory authority.
- C. Neither party shall be responsible for any financial loss incurred by the other, whether directly or indirectly, regarding the use of any data furnished pursuant to this agreement.

XV. DISPUTE RESOLUTION

In the event of a dispute related to reimbursements under Section XII of this agreement, SSA and CMS will resolve those disputes in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 6, *Intragovernmental Transaction Guide*.

XVI. DISCLAIMER

SSA is not liable for any damages or loss resulting from errors in information provided to CMS under this agreement. SSA is not liable for damages or loss resulting from the destruction of any materials or data provided by CMS. All information furnished to CMS is subject to the limitations and qualifications, if any, transmitted with such information.

The performance or delivery by SSA of the goods and/or services described herein and the timeliness of said delivery are authorized only to the extent that they are consistent with proper performance of the official duties and obligations of SSA and the relative importance of this request to others. If for any reason SSA delays or fails to provide services, or discontinues the services or any part thereof, SSA is not liable for any damages or loss resulting from such delay or for any such failure or discontinuance.

XVII. PERSONS TO CONTACT

A. SSA Contacts:

Matching Agreement

Ruthie Bright, Government Information Specialist
Office of the General Counsel
Office of Privacy and Disclosure
6401 Security Boulevard – G 401 - WHR
Baltimore, MD 21235
Telephone: (410) 966-2785
Email: Ruthie.Bright@ssa.gov

Program Policy

Zeenat Kolia, Acting Team Leader
Medicare Team
Office of Earnings, Enumeration & Medicare Policy
Office of Income Security Programs
6401 Security Boulevard, 2-P-17-E Robert M. Ball Building
Baltimore, MD 21235
Telephone: (410) 965-8629
Email: Zeenat.Kolia@ssa.gov

Security Systems Issues

Jennifer Ruiz, Director
Office of Information Security
Division of Compliance and Assessments
Suite 3883 Perimeter East Building
6201 Security Boulevard
Baltimore, MD 21235
Telephone: (410) 966-8253
Email: Jennifer.Ruiz@ssa.gov

Computer Systems Issues

Robin Ott
Division of Title II Support & Medicare Analysis
6401 Security Boulevard, 4311 Robert M. Ball Building
Baltimore, MD 21235
Telephone: (410) 965-1828
Fax: (410) 597-1384
Email: Robin.Ott@ssa.gov

Project Coordinator

Stephanie Brock, Data Exchange Liaison
Senior Data Exchange Liaison
Office of Data Exchange and International Agreements (ODXIA)
Federal Agreements Branch
6401 Security Boulevard,
Baltimore, MD 21235
Telephone: (410) 965-4 4025
Email: Stephanie.Brock@ssa.gov

B. CMS Contacts:

Program Issues

Terence Kane
Director, Verifications Policy & Operations Branch
Eligibility and Enrollment Policy and Operations 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

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
Email: Julie.Boughn1@cms.hhs.gov

Systems and Security

Darrin V. Lyles
Information Security Officer, CIISG
CMS\OIS\CIISG
Consumer Information and Insurance Systems Group
7500 Security Boulevard
Baltimore, MD 21244
Telephone: (410) 786-4744
Telephone: (443) 979-3169 (Mobile)
Email: Darrin.Lyles@cms.hhs.gov

Privacy and Agreement Issues

Walter Stone, CMS Privacy Act Officer
Division of Security, Privacy Policy & Governance
Information Security & Privacy Group
Office of Information Technology
Centers for Medicare & Medicaid Services
Location: N1-14-56
7500 Security Boulevard
Baltimore, MD 21244-1850
Telephone: (410) 7 86-5357
Email: Walter.Stone@cms.hhs.gov

Barbara Demopulos, 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.demopulos@cms.hhs.gov

XVIII. INTEGRATION CLAUSE

This agreement, including the Forms FS-7600A and FS-7600B and the executed IAA, constitutes the entire agreement of the parties with respect to its subject matter, and supersedes all other data exchange agreements between the parties existing at the time this agreement is executed that pertain to the disclosure of the following specified data elements between SSA and CMS for the purposes described in this agreement.

XIX. SEVERABILITY

If any term or other provision of this agreement is determined to be invalid, illegal, or incapable of being enforced by any rule or law, or public policy, all other terms, conditions, or provisions of this agreement shall nevertheless remain in full force and effect, provided that the Matching Program contemplated hereby is not affected in any manner materially averse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are satisfied to the fullest extent possible.

XX. APPROVALS

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.

A. Centers for Medicare & Medicaid Services Program & Approving Officials

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

Approved by (Signature of Authorized CMS Program Official)

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

Date _____

Approved by (Signature of Authorized CMS Program Official)

Karen Shields
Deputy Director
Center for Medicaid and CHIP Services
Centers for Medicare & Medicaid Services

Date _____

Approved by (Signature of Authorized CMS Approving Official)

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

Date _____

B. U.S. Department of Health and Human Services Data Integrity Board official

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.

Approved by

Scott W. Rowell
Chairperson, HHS Data Integrity Board

C. Social Security Administration Signatures

The authorized approving official, whose signature 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 the organization to the terms of this agreement.

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

Date _____

D. SSA Data Integrity Board Approval

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.

Matthew D. Ramsey
Chairperson
Data Integrity Board
Social Security Administration

Date _____

**Attachment:
Cost-Benefit Analysis**