

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

**SSA Computer Match No. 1094  
CMS Computer Match No. 2019-09  
HHS Computer Match No. 1907**

**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.

**II. LEGAL AUTHORITY**

This agreement is executed in compliance with the Privacy Act of 1974 (5 United States Code (U.S.C.) § 552a), as amended by the Computer Matching and Privacy Protection Act (CMPPA) of 1988 (Public Law (Pub. L.) 100-503), including 5 U.S.C. § 552a(b)(3), section 1106 of the Act (42 U.S.C. § 1306), and the Office of Management and Budget (OMB) guidelines pertaining to computer matching at 54 Fed. Reg. 25818 (June 19, 1989).

Section 202 of the Act (42 U.S.C. § 402) outlines 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 Social Security 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 (HHS) regulation "Standards for Privacy of

Individually Identifiable Health Information” (45 Code of Federal Regulations (C.F.R.) §§ 160 and 164 ). PHI authorized by the routine uses may only be disclosed by CMS if, and as permitted or required by the “Standard for Privacy in Individually Identifiable Health Information,” (45 C.F.R. § 164.512d).

### **III. 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 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 (SORN), 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,

veterans health insurance, Tricare insurance, Health Maintenance Organizations (HMO), or live in nursing homes. "Nursing homes," for purposes of this agreement, means skilled nursing facilities (SNF), nursing facilities (NF), and SNF/NF, as defined at 42 C.F.R. 483.5 (Nursing Homes).

#### **IV. 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 \$7,881,063 with costs of \$328,133 resulting in a benefit-to-cost ratio of 24:1 (See Attachment A for full CBA).

#### **V. 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).
- b. Retain data elements from the CMS response file in the AFES SOR, for OAFP fraud-related analytics or data that leads OAFP to initiate a fraud investigation (60-0388), last fully published May 3, 2018 (83 Fed. Reg. 19588).

2. CMS will disclose to SSA information from the following SORs:
  - a. National Claims History (NCH) (09-70-0558); published 71 Fed. Reg. 67137 (11/20/2006), updated 76 Fed. Reg. 65196 (10/20/11), 78 Fed. Reg. 23938 (04/23/13), 78 Fed. Reg. 32257 (05/29/13), 83 Fed. Reg. 6591 (02/14/18). Routine use number 10 authorized disclosure to SSA to investigate potential fraud, waste, or abuse.
  - b. Enrollment Data Base (EDB) (09-70-0502); published 73 Fed. Reg. 10249, (02/26/2008), updated 78 Fed. Reg. 23938 (04/23/13), 81 Fed. Reg. 8204 (02/18/16), 83 Fed. Reg. 6591 (02/14/18). 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); published 72 Fed. Reg. 12801 (03/19/07), updated 78 Fed. Reg. 23938 (04/23/13), 78 Fed. Reg. 32257 (05/29/13), 83 Fed. Reg. 6591 (02/14/18). 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.

#### B. Specified Data Elements

1. SSA will provide CMS with a finder file containing the following information for each individual
  - a. Title II Claim Account Number (CAN);
  - b. Title II Beneficiary Identification Code (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 (HICN));
  - 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 3 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.

## VI. 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>

## VII. VERIFICATION AND OPPORTUNITY TO CONTEST FINDINGS

### A. Verification Procedures

SSA will take no adverse action regarding individuals identified through the matching process solely based on information that SSA obtains from the match. SSA will contact

the beneficiary to verify the matching results in accordance with the requirements of the Privacy Act and applicable OMB guidelines.

The affected individual will have an opportunity to contest the accuracy of the information provided by CMS. SSA will consider the information CMS provides as accurate if the affected individual does not contest within 30 days after he or she receives notice of the proposed adverse action. SSA will advise the individual that failure to contest within 30 days will provide a valid basis for SSA to assume the information CMS provided is correct.

**B. Opportunity to Contest**

Before taking any adverse action based on the information received from the match, SSA will notify the beneficiary for whom SSA decides such adverse action is necessary with the following information:

1. That SSA received information from CMS that will have an adverse effect on the beneficiary's payment;
2. The effective date of any adjustment or overpayment that may result;
3. The individual has 30 days to contest any adverse action decision; and
4. Unless the beneficiary or representative payee 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 make the necessary adjustment to the individual's payment.

**VIII. 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.

**IX. 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.

## **X. 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](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. 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.

### **XI. 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 2. 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 (OASDI) 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 (Fiscal Year (FY) 2016 Title II Payment Accuracy Report, August 2017).

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.

### **XII. 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.

### **XIII. 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. Accordingly, accompanying this agreement is an executed Form SSA-429 that obligates funds for SSA to pay CMS for services under this agreement in FY 2020. Since this agreement spans multiple fiscal years, SSA will 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 form on or before the commencement of the applicable fiscal year. Both parties must approve an amended Form SSA-429 if actual costs exceed the estimated cost. SSA's obligation to pay for services performed in fiscal years beyond FY 2020 is subject to the availability of funds.

#### **XIV. 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 10, *"Intragovernmental Transactions Guide."*

#### **XV. EFFECTIVE DATE, DURATION, MODIFICATION, AND TERMINATION OF THE AGREEMENT**

##### **A. Effective Date and Required Approvals**

The effective date of this agreement is January 1, 2020, 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 DIBs 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.

## XVI. PERSONS TO CONTACT

### A. SSA Contacts

#### Program Information

Matthew Viel, 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) 965-9313  
Fax: (410) 966-0911  
Email: [Matthew.R.Viel@ssa.gov](mailto:Matthew.R.Viel@ssa.gov)



Data Exchange Issues

Leechelle Harrison, Data Exchange Liaison  
Office of Data Exchange and Policy Publication  
Office of Retirement and Disability Policy  
6401 Security Boulevard, 3655 Annex Building  
Baltimore, MD 21235-6401  
Telephone: (410) 966-0308  
Email: [Leechelle.Harrison@ssa.gov](mailto:Leechelle.Harrison@ssa.gov)

Systems Security Information

Jennifer Rutz, Director  
Division of Compliance and Assessments  
Office of Information Security  
Office of Systems  
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6201 Security Boulevard  
Baltimore, MD 21235  
Telephone: (410) 965-0266  
Email: [Jennifer.Rutz@ssa.gov](mailto:Jennifer.Rutz@ssa.gov)

Agreement Information

Shawn Murphy, 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) 965-8210  
Email: [Shawn.Murphy@ssa.gov](mailto:Shawn.Murphy@ssa.gov)

B. CMS Contacts

Walter Stone  
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: N1-14-56  
Baltimore, MD 21244-1850  
Telephone: (410)786-5357  
Email: [Walter.Stone@cms.hhs.gov](mailto:Walter.Stone@cms.hhs.gov)

Barbara Demopulos, CMS Privacy Advisor  
Division of Security, Privacy Policy and Governance  
Information Security and Privacy Group  
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Centers for Medicare & Medicaid Services  
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Telephone: (410) 786-6340  
Email: [Barbara.Demopulos@cms.hhs.gov](mailto:Barbara.Demopulos@cms.hhs.gov)

Systems Issues

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Survey and Certification Group  
Center for Clinical Standards and Quality  
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Email: [Tejas.Shukla@cms.hhs.gov](mailto: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](mailto:Dovid.Chaifetz@cms.hhs.gov)

**XVII. INTEGRATION CLAUSE**

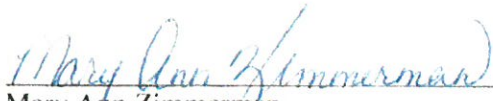
This agreement and the accompanying Form SSA-429 constitute the entire agreement of the parties with respect to its subject matter and supersede all other agreements between the parties that pertain to the disclosure of the specified Medicare non-utilization data for individuals ages 90 and above made 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. 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**

 \_\_\_\_\_ Date August 7, 2019  
Mary Ann Zimmerman  
Deputy Executive Director  
Office of Privacy and Disclosure  
Office of the General Counsel

**SOCIAL SECURITY ADMINISTRATION DATA INTEGRITY BOARD**

\_\_\_\_\_ Date \_\_\_\_\_  
Matthew D. Ramsey  
Executive Director  
Data Integrity Board

**CENTERS FOR MEDICARE & MEDICAID SERVICES**

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.

**David R. Wright -S**

Digitally signed by David R.

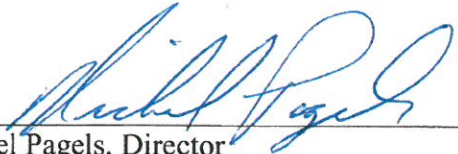
Wright -S

Date: 2019.08.01 10:07:24 -04'00'

Date \_\_\_\_\_

David R. Wright, Director  
Quality, Safety & Oversight Group  
Center for Clinical Standards and Quality  
Centers for Medicare & Medicaid Services

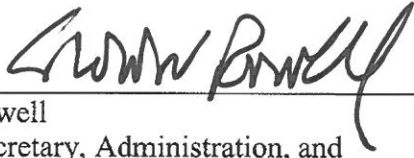
**CENTERS FOR MEDICARE & MEDICAID SERVICES**

 \_\_\_\_\_ Date 8/18/19  
Michael Pagels, Director  
Division of Security, Privacy Policy, and Governance, and  
Acting Senior Official for Privacy  
Information Security Privacy Group  
Office of Information Technology

**U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**HHS DATA INTEGRITY BOARD**

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).



Date 10.1.19

\_\_\_\_\_  
Scott W. Rowell  
Assistant Secretary, Administration, and  
Chairperson, Data Integrity Board

Attachment:

- Cost Benefit Analysis (CBA)
- CMS Response File Layout
- SSA Finder File Layout

**Cost Benefit Analysis (CBA)  
for the Computer Matching Operation (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 fiscal year (FY) 2020, SSA's Office of Anti-Fraud Programs (OAFP) will also use this data for the purposes of fraud discovery and the analysis of fraud programs operations.

**Study Methodology**

This computer match generated 14,892 alerts in FY 2017. Field office (FO) employees completed work on 4,506 of these alerts. The Office of Data Exchange and International Agreements (ODXIA) sampled 400 alerts from the 4,506 completed by FO. 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 2017, 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 FO/ P---S---C--- (PSC) spent an average development time of 45 minutes to develop each Medicare Non-Utilization Project case. The total development costs for the 4,506 alerts were approximately **\$265,674**.

#### ***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 Office of Budget FY 2017 cost per overpayment case is \$203.44 minutes. The total overpayment development costs for the **254** alerts are approximately **\$51,674**.

- **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 **\$3,400**.

- **Justice Agencies: N/A**

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

***FY 2017 Interagency Agency Agreement Costs***

The interagency agreement costs 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 **\$328,133**.

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***

FO review of the 4,506 cases resulted in a suspension of the recurring monthly payment amounts in 362 cases. The average suspended monthly payment amount was **\$1,047**. 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 **\$2,274,084**.

***Death of Beneficiary Discovered by Project***

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 **6.15** percent of the sample cases. The average terminated monthly payment amount was **\$1,423**. If the match had not occurred, we assume that this incorrect payment would have continued for six additional months and totaled approximately **\$2,365,026**.

- **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**

OPSOS reported that they found overpayments in 254 cases, totaling \$23,065,923. Of these cases, **66.9** percent 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.

The population of recoverable overpayments is **0.9** percent. Projecting these results to the 4,506 universe of alerts completed in FY 2017, we expect that **42** retroactive overpayments would belong to living beneficiaries. With an average recoverable overpayment of **\$90,811**, we estimate the total overpayments detected from the match to be **\$3,814,062**. Using the historical overpayment recovery rate for Title II of 85%, we expect to recover **\$3,241,953**.

- **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 **\$7,881,063** with costs of **\$328,133**, resulting in a benefit-to-cost ratio of **24 to 1**.

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 2017: 4,506  
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	0.9%
Number of Alerts with Overpayments	42
Average Overpayment	\$90,811
Total Overpayment	\$3,814,062
Amount Expected to Recover (85%)	<b><u>\$3,241,953</u></b>

**UTL Suspension of Monthly Payment Amount**

***(Avoidance of Future Improper Payments)***

Percent of Match with Suspension of Monthly Payment	8%
Number of Cases with Suspension of Monthly Payment	362
Average Suspended Monthly Payment Amount	\$1,047
Total Suspension of Ongoing Monthly Payments	\$379,014
Projected for 6 months	<b><u>\$2,274,084</u></b>

**DECEASED:**

**Termination of Monthly Payment Amount**

***(Avoidance of Future Improper Payments)***

Percent of Alerts with Termination of Monthly Payment	6.15%
Number of Alerts with Terminated Payments	277
Average Terminated Monthly Payment Amount	\$1,423
Total Amount of Terminated Ongoing Monthly Payments	\$394,171
Projected for 6 months	<b><u>2,365,026</u></b>

**Total Benefits**

**\$7,881,063**

**Costs**

IAA	\$7,385
Systems Costs	\$3,400
PSC/FO Alert Development Costs	\$265,674
Overpayment Development/Recovery Processing Costs	\$51,674

**Total Costs**

**\$328,133**

**Benefit-to-Cost Ratio**

**24:1**

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**Calculations**

**Field Office Alert Development Costs for MNUP Cases**

<i>Total number of alerts released FY 2017</i>	4,506
<i>Salary<sup>1</sup> + 20% benefits (Cost per Work Year)</i>	\$98,029
<i>Development Time per Alert<sup>2</sup></i>	45 minutes

**Computation**

45 minutes x 1.67 overhead <sup>3</sup>	= 75.15 minutes/alert
75.15 minutes x 4506 alerts = (338625.9/60)/2080	= 2.71 WY
2.71 WY x \$98,029 (Salary)	= \$ 265659 (rounded)
\$265,659/4,506 (number of alerts) = \$58.96 (average cost to develop a case)	
\$58.96 x 4,506 = <b>\$265,674</b>	

**Overpayment Development and Recovery Costs**

<i>Number of records with overpayments</i>	254
<i>Overpayment recovery cost per record</i>	\$203.44

**Computation**

**254 records with overpayments x \$203.44 recovery cost per record = \$51,674 (rounded)**

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<sup>1</sup> FY 2017 Average FO Cost per Work Year (CPWY) includes 20% Fringe Benefits was provided by the Office of Budget.

<sup>2</sup>The OPSOS furnished the development time of 45 minutes per alert.

<sup>3</sup> The Office of Budget furnished the overhead rate of 1.67 for Field Offices.

## **Benefits in Detection and Prevention of Overpayments for Cases**

### **Retroactive Overpayments**

<i>Total number of alerts with Overpayments</i>	254
<i>Total number of cases w/ recoverable<sup>4</sup> overpayments (Projected)</i>	42
<i>Average Recoverable overpayment</i>	\$90,811

### **Computation**

$\$90,811$ (average overpayment) x 42 (# of overpayments)	= \$3,814,062
$\$3,814,062$ x 85% (expected recovery rate rounded)	= <b><u>\$3,241,953</u></b>

### **Suspension of Monthly Payment Amount**

<i>Total number of Suspensions of monthly payments</i>	362
<i>Average amount of monthly suspension</i>	\$1,047

### **Computation**

$\$1,047$ (avg monthly suspension) x 362 (cases w/ suspension)	= \$379,014
Projected for 6 months	= <b><u>\$2,274,084</u></b>

### **Termination of Monthly Payment Amount**

<i>Total number of Terminations of monthly payments</i>	277
<i>Average amount of Terminated monthly payments</i>	\$1,423

### **Computation**

$\$1,423$ (avg monthly termination) x 277 (cases w/ terminations)	= \$394,171
Projected for 6 months	= <b><u>\$ 2,365,026</u></b>

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<sup>4</sup> The conservative assumption is that recovery of overpayments from deceased individuals might be highly unlikely.

Current production CMS response file back to SSA for MNUP. Also added the two additional data elements needed for the future **(IN RED)**:

<b>C. CMS Response File</b> <b>(OLBG.BTO.MNUPRSP.CMS.RMMYYYY)</b> <b>CMS sends this file to SSA. It contains all beneficiaries and identifies the matched beneficiaries on their database.</b>				
<b>Data Element Name</b>	<b>Tag Name</b>	<b>Data Position</b>	<b>Data Length</b>	<b>Comments</b>
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
<b>VA</b>	<b>VA</b>	<b>17</b>	<b>1</b>	<b>Values: Y- Has VA Coverage N – No VA Coverage</b>
<b>TRICARE</b>	<b>TRIC</b>	<b>18</b>	<b>1</b>	<b>Values: Y – Has Tricare N – No Tricare</b>
Filler		19-30	12	Spaces for Potential Future Use



File format of data sent to CMS from SSA for the MNUP process:

<b>Data Element Name</b>	<b>Tag Name</b>	<b>Data Position</b>	<b>Data Length</b>	<b>Comments</b>
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

**Cost Benefit Analysis (CBA)  
for the Computer Matching Operation (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 fiscal year (FY) 2020, SSA's Office of Anti-Fraud Programs (OAFP) will also use this data for the purposes of fraud discovery and the analysis of fraud programs operations.

**Study Methodology**

This computer match generated 14,892 alerts in FY 2017. Field office (FO) employees completed work on 4,506 of these alerts. The Office of Data Exchange and International Agreements (ODXIA) sampled 400 alerts from the 4,506 completed by FO. 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 2017, 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 FO/ P---S---C--- (PSC) spent an average development time of 45 minutes to develop each Medicare Non-Utilization Project case. The total development costs for the 4,506 alerts were approximately **\$265,674**.

#### ***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 Office of Budget FY 2017 cost per overpayment case is \$203.44 minutes. The total overpayment development costs for the **254** alerts are approximately **\$51,674**.

- **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 **\$3,400**.

- **Justice Agencies: N/A**

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

*FY 2017 Interagency Agency Agreement Costs*

The interagency agreement costs 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 \$328,133.

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*

FO review of the 4,506 cases resulted in a suspension of the recurring monthly payment amounts in 362 cases. The average suspended monthly payment amount was \$1,047. 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 \$2,274,084.

*Death of Beneficiary Discovered by Project*

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 6.15 percent of the sample cases. The average terminated monthly payment amount was \$1,423. If the match had not occurred, we assume that this incorrect payment would have continued for six additional months and totaled approximately \$2,365,026.

- 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**

OPSOS reported that they found overpayments in 254 cases, totaling \$23,065,923. Of these cases, **66.9** percent 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.

The population of recoverable overpayments is **0.9** percent. Projecting these results to the 4,506 universe of alerts completed in FY 2017, we expect that **42** retroactive overpayments would belong to living beneficiaries. With an average recoverable overpayment of **\$90,811**, we estimate the total overpayments detected from the match to be **\$3,814,062**. Using the historical overpayment recovery rate for Title II of 85%, we expect to recover **\$3,241,953**.

- **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 **\$7,881,063** with costs of **\$328,133**, resulting in a benefit-to-cost ratio of **24 to 1**.

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 2017: 4,506  
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	0.9%
Number of Alerts with Overpayments	42
Average Overpayment	\$90,811
Total Overpayment	\$3,814,062
Amount Expected to Recover (85%)	<b><u>\$3,241,953</u></b>

**UTL Suspension of Monthly Payment Amount**

**(Avoidance of Future Improper Payments)**

Percent of Match with Suspension of Monthly Payment	8%
Number of Cases with Suspension of Monthly Payment	362
Average Suspended Monthly Payment Amount	\$1,047
Total Suspension of Ongoing Monthly Payments	\$379,014
Projected for 6 months	<b><u>\$2,274,084</u></b>

**DECEASED:**

**Termination of Monthly Payment Amount**

**(Avoidance of Future Improper Payments)**

Percent of Alerts with Termination of Monthly Payment	6.15%
Number of Alerts with Terminated Payments	277
Average Terminated Monthly Payment Amount	\$1,423
Total Amount of Terminated Ongoing Monthly Payments	\$394,171
Projected for 6 months	<b><u>2,365,026</u></b>

**Total Benefits**

**\$7,881,063**

**Costs**

IAA	\$7,385
Systems Costs	\$3,400
PSC/FO Alert Development Costs	\$265,674
Overpayment Development/Recovery Processing Costs	\$51,674

**Total Costs** **\$328,133**

**Benefit-to-Cost Ratio** **24:1**

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**Calculations**

**Field Office Alert Development Costs for MNUP Cases**

*Total number of alerts released FY 2017* 4,506  
*Salary<sup>1</sup> + 20% benefits (Cost per Work Year)* \$98,029  
*Development Time per Alert<sup>2</sup>* 45 minutes

**Computation**

45 minutes x 1.67 overhead<sup>3</sup> = 75.15 minutes/alert  
75.15 minutes x 4506 alerts = (338625.9/60)/2080 = 2.71 WY  
2.71 WY x \$98,029 (Salary) = \$ 265659 (rounded)  
\$265,659/4,506 (number of alerts) = \$58.96 (average cost to develop a case)  
\$58.96 x 4,506 = **\$265,674**

**Overpayment Development and Recovery Costs**

*Number of records with overpayments* 254  
*Overpayment recovery cost per record* \$203.44

**Computation**

**254 records with overpayments x \$203.44 recovery cost per record = \$51,674 (rounded)**

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<sup>1</sup> FY 2017 Average FO Cost per Work Year (CPWY) includes 20% Fringe Benefits was provided by the Office of Budget.

<sup>2</sup>The OPSOS furnished the development time of 45 minutes per alert.

<sup>3</sup> The Office of Budget furnished the overhead rate of 1.67 for Field Offices.



## **Benefits in Detection and Prevention of Overpayments for Cases**

### **Retroactive Overpayments**

<i>Total number of alerts with Overpayments</i>	254
<i>Total number of cases w/ recoverable<sup>4</sup> overpayments (Projected)</i>	42
<i>Average Recoverable overpayment</i>	\$90,811

### **Computation**

\$90,811 (average overpayment) x 42 (# of overpayments)	= \$3,814,062
\$3,814,062 x 85% (expected recovery rate rounded)	= <b><u>\$3,241,953</u></b>

### **Suspension of Monthly Payment Amount**

<i>Total number of Suspensions of monthly payments</i>	362
<i>Average amount of monthly suspension</i>	\$1,047

### **Computation**

\$1,047 (avg monthly suspension) x 362 (cases w/ suspension)	= \$379,014
Projected for 6 months	= <b><u>\$2,274,084</u></b>

### **Termination of Monthly Payment Amount**

<i>Total number of Terminations of monthly payments</i>	277
<i>Average amount of Terminated monthly payments</i>	\$1,423

### **Computation**

\$1,423 (avg monthly termination) x 277 (cases w/ terminations)	= \$394,171
Projected for 6 months	= <b><u>\$ 2,365,026</u></b>

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<sup>4</sup> The conservative assumption is that recovery of overpayments from deceased individuals might be highly unlikely.