

**COMPUTER MATCHING AGREEMENT  
BETWEEN  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
CENTERS FOR MEDICARE & MEDICAID SERVICES  
AND  
THE DEPARTMENT OF HOMELAND SECURITY  
UNITED STATES  
CITIZENSHIP AND IMMIGRATION SERVICES  
FOR THE  
VERIFICATION OF UNITED STATES CITIZENSHIP AND IMMIGRATION STATUS  
DATA FOR ELIGIBILITY DETERMINATIONS**

**CMS Computer Matching Agreement No. 2018-10  
Department of Health and Human Services No. 1809**

**Effective Date: October 1, 2018**

**Expiration Date: April 1, 2020**

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

**A. Purpose.**

The purpose of this Computer Matching Agreement (Agreement) is to establish the terms, conditions, safeguards, and procedures under which the Department Health and Human Services, Centers for Medicare & Medicaid Services (CMS) and the Department of Homeland Security (DHS) / United States Citizenship and Immigration Services (USCIS) will engage in a computer matching program to assist in determining eligibility for enrollment in a Qualified Health Plan (QHP) through an Exchange or Insurance Affordability Programs, and to make Eligibility Determinations for Exemptions.

USCIS will assist CMS with accessing specific USCIS data through the DHS/USCIS Systematic Alien Verification for Entitlements (SAVE) Program, which provides immigration status and naturalized or derived citizenship data to authorized federal, state, and local agencies. These agencies use the information SAVE provides to help ensure that only those applicants or enrollees who are eligible receive benefits. Specifically, USCIS will provide CMS with electronic access to immigrant, nonimmigrant, and naturalized or derived citizenship (in certain circumstances) information.

Access to this information will assist CMS and Administering Entities (AE) in determining whether an applicant is lawfully present, a qualified non-citizen, a naturalized or derived citizen, and whether the 5-year waiting period for many non-citizens applies and has been met in order to determine whether the individual is eligible for enrollment or for one or more exemptions.

The Privacy Act of 1974, as amended (in particular, by the Computer Matching and Privacy Protection Act of 1988 (CMPPA)) (5 U.S.C. § 552a), requires the Parties participating in a matching program to execute a written agreement specifying the terms and conditions under which the matching will be conducted. CMS has determined that immigration status verification to be conducted through the Hub using the SAVE Program constitutes a “matching program” as defined at 5 U.S.C. § 552a(a)(8).

The responsible component for CMS is the Center for Consumer Information & Insurance Oversight (CCIIO). CMS will serve as the Recipient Agency for this Agreement. DHS is the Source Agency for this Agreement. The responsible component for DHS is the SAVE Program.

CMS and DHS are each a “Party” and collectively “the Parties.” By entering into this Agreement, the Parties agree to comply with the terms and conditions set forth herein, as well as applicable law and regulations. The terms and conditions of this Agreement will be carried out by authorized officers, employees, and contractors of CMS and DHS.

#### B. Legal Authorities

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

1. This Agreement is executed pursuant to the Privacy Act as amended (5 U.S.C. § 552a) and the regulations and guidance promulgated thereunder, including Office of Management and Budget (OMB) Circular A-108 “Federal Agency Responsibilities for Review, Reporting, and Publication under the Privacy Act” published at 81 Fed. Reg. 94424 (Dec. 23, 2016), and OMB guidelines pertaining to computer matching published at 54 Fed. Reg. 25818 (June 19, 1989).
2. This Agreement is executed to implement certain health care reform provisions of the Patient Protection and Affordable Care Act of 2010 (Public Law 111-148), as amended by the Health Care and Education Reconciliation Act (Public Law 111-152), codified at 42 U.S.C. § 18001 et seq. and referred to collectively as the Affordable Care Act (ACA), and implementing regulations at 42 Code of Federal Regulations (CFR) Parts 431, 435, 457, and 45 CFR Parts 155-157.
3. Section 1312(f)(3) of the ACA specifies that to be eligible to enroll in a QHP through the Exchange, an individual must be a United States Citizen or a national, or be a non-citizen who is lawfully present. To be eligible for advance payments of the premium tax credit (APTC) and cost-sharing reductions (CSR), an individual must be a United States Citizen or a national or be a non-citizen who is lawfully present. 26 U.S.C. § 36B(c)(1) and (e); 42 U.S.C. § 18071(e). *See also* 45 CFR §§ 155.305(f) and (g).
4. Section 1943(b) of the Act (as added by section 2201 of the ACA) requires that Medicaid and Children’s Health Insurance Program (CHIP) agencies utilize the same

streamlined enrollment system and secure electronic interface established under section 1413 of the ACA to verify eligibility.

5. Section 1411(c)(2)(B)(ii) of the ACA provides that the Secretary of HHS will transmit the following identifying information to the Secretary of DHS for a determination as to whether the information is consistent with information in the records of DHS: name, date of birth, and any identifying information with respect to an individual's immigration status provided under subsection 1411(b)(2), for the purposes of verifying citizenship and immigration status.
6. The Immigration Reform and Control Act of 1986, Pub. L. No. 99-603, 100 Stat. 3359, as amended (IRCA), requires the former Immigration and Naturalization Service (currently USCIS, within DHS, effective March 1, 2003) to establish a system for verifying the immigration status of non-citizen Applicants for, and recipients of, certain types of federally funded benefits, and to make the system available to federal, State and local benefit-issuing agencies and institutions that administer such benefits.
7. The Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. No. 104-208, 110 Stat. 3009, as amended, requires that the former Immigration and Naturalization Service (currently USCIS, within DHS, effective March 1, 2003) respond to an inquiry by a federal, state, or local agency seeking to verify or ascertain the citizenship or immigration status of any individual within the jurisdiction of the agency for any purpose authorized by law.
8. 26 U.S.C. § 6103(l)(21) authorizes the disclosure of certain tax return information as defined under 26 U.S.C. § 6103(b)(2) (hereinafter "Return Information") for purposes of determining eligibility for certain Insurance Affordability Programs and prohibits disclosure of Federal tax information to an Exchange or State agency administering a State program, unless the program is in compliance with the safeguards requirements of 26 U.S.C. § 6103(p)(4), and unless the information is used to establish eligibility for certain Insurance Affordability Programs.

### C. Definitions

1. "ACA" means Patient Protection and Affordable Care Act (Public Law No. 111-148), as amended by the Health Care and Education Reconciliation Act of 2010 (Public Law No. 111-152), codified at 42 U.S.C. 18001 et seq. (collectively, the ACA);
2. "Administering Entity" (AE) means a state Medicaid agency, state CHIP Program, a state Basic Health Program (BHP), or an Exchange administering an Insurance Affordability Program;
3. "Applicant" means an individual seeking an Eligibility Determination for enrollment in a Qualified Health Plan through an Exchange, an Insurance Affordability Program or a certification of Exemption; this term includes individuals whose eligibility is determined at the time of a renewal or

redetermination;

4. "APTC" or advance payment of the premium tax credit means payment of the tax credits specified in section 36B of the Internal Revenue Code of 1986 (as added by section 1401 of the ACA), which are provided on an advance basis to an eligible individual enrolled in a QHP through an Exchange in accordance with sections 1411 and 1412 of the ACA;
5. "Breach" is defined by OMB Memorandum M-17-12, Preparing for and Responding to a Breach of Personally Identifiable Information (PII) (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 or (2) an authorized user accesses or potentially accesses personally identifiable information for an other than authorized purpose;
6. "CHIP" or the Children's Health Insurance Program means the state program established under Title XXI of the Social Security Act;
7. "CMS" means the Centers for Medicare & Medicaid Services;
8. "CSR" or Cost Sharing Reductions means cost sharing reductions for an eligible individual enrolled in a silver level plan in the Exchange or for an individual who is an Indian enrolled in a QHP in the Exchange;
9. "DHS" means the Department of Homeland Security;
10. "Eligibility Determination" means the determination of eligibility by an Administering Entity for enrollment in a QHP through an Exchange, an Insurance Affordability Program or for certifications of Exemption. This refers to initial determinations or redeterminations based on a change in the individual's status, and appeals;
11. "HHS" means the Department of Health and Human Services;
12. "Hub" or "Data Services Hub" is the CMS-managed electronic service to interface among connecting entities and refers to both the web services connection to various agencies providing verification services and a system that will apply system logic to interpret the data it receives with respect to eligibility;
13. "Minimum Essential Coverage" or "MEC" is defined in the Internal Revenue Code (IRC) § 5000A(f) and includes health insurance coverage offered in the individual market within a state, which includes a QHP offered through an Exchange, an eligible employer-sponsored plan, or government-sponsored coverage such as coverage under Medicare Part A, TRICARE, or a Health Care Program;

14. "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 CFR issued or recognized by each Exchange through which such plan is offered in accordance with the process described in 45 CFR Part 155, subpart K;
15. "Security Incident" means the act of violating an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent (NIST SP 800-61r2);
16. "System of Records" as defined by the Privacy Act (5 U.S.C. § 552a(a)(5)), means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual;
17. "USCIS" means United States Citizenship and Immigration Services, a component of DHS.
18. "USCIS Number" is the 9-digit United States Citizenship and Immigration Services number listed on the front of Permanent Resident Cards (Form I-551) issued after May 10, 2010, and it is the same as the Alien Registration Number.
19. "VIS" means "Verification Information System", a composite information system incorporating immigration data, as well as naturalized and derived citizenship data, from DHS data repositories and other federal databases. For more information please see, DHS/USCIS-004 Systematic Alien Verification for Entitlements Program System of Records Notice, 81 Fed. Reg. 78619 (November 8, 2016).

## **II. RESPONSIBILITIES OF THE PARTIES**

### **A. CMS Responsibilities**

1. CMS agrees to provide USCIS with the following information for the purpose of immigration status or naturalized/derived citizenship verification: Alien Registration Number, I-94 number, or other identifiers as defined in the Records Description in Section IV of this Agreement, as applicable, of the Applicant or Enrollee seeking an Eligibility Determination.
2. CMS, through the Hub, may disclose to AE the data received from USCIS under this Agreement for the purpose of determining eligibility for enrollment in a QHP through an Exchange, one of the Insurance Affordability Programs or an Exemption.
3. CMS, through the Hub, may request verification for individuals currently enrolled whose immigration status has an expiration date or condition. AE do not expect to re-verify all enrollees on an annual basis; any Enrollee selected for re-verification shall

be selected for a non-discriminatory reason.

4. CMS shall allow USCIS to monitor and review all records and documents under CMS possession and control, or to which CMS has access or review rights, related to the use, abuse, misuse, discriminatory use, fraudulent use or improper use of USCIS verification data by AE or their agents, including, but not limited to notice documents required by the Privacy Act or other applicable authority.
5. CMS shall provide USCIS with data and information regarding operation of the data services Hub for USCIS monitoring and compliance purposes, including data and information identifying the number and category of benefits (Medicaid, CHIP, QHP or BHP) by state or AE. CMS shall also provide USCIS with the opportunity to submit questions as necessary for appropriate monitoring and compliance purposes. CMS shall provide this data and information to USCIS, and an opportunity to submit questions, on an annual basis and otherwise as frequently as agreed upon between the Parties, but not later than 30 days after USCIS makes a written request for the information.
6. CMS shall cooperate and collaborate with USCIS and consider its input and recommendations when CMS monitors and oversees access through the Hub by CMS, AE and their respective agents to the SAVE system. CMS will support USCIS direct assistance to verification system users (i.e., CMS, AE and their respective agents) when necessary to ensure compliance with the terms of this Agreement. CMS shall take corrective measures in a timely manner to address all lawful requirements and recommendations within the scope of CMS' authority on every written USCIS finding including but not limited to misuse of the system, discriminatory use of the system, non-compliance with the terms, conditions and safeguards of this Agreement, USCIS program procedures or other applicable law, regulation or policy.
7. CMS shall allow DHS and its components to monitor CMS and CMS sub-user system access and usage of SAVE and to assist verification system users and sub-users, Agents or designees as necessary to ensure compliance with the terms of this Agreement by CMS, AEs, and their respective agents. SAVE Monitoring and Compliance shall be allowed to conduct compliance assistance activities, in coordination with CMS' primary oversight and monitoring processes, to review AEs' and their respective agents' compliance with this agreement. CMS shall take corrective measures within a timeframe agreed to by CMS and USCIS, to address all lawful requirements and recommendations within the scope of CMS' authority under 45 CFR § 155.1200 on every written USCIS finding including but not limited to those regarding waste, fraud, and abuse, discrimination or any misuse of the system, non-compliance with the terms, conditions and safeguards of this Agreement, USCIS program policies and procedures or other applicable law or regulation.
8. CMS will enter into, and will provide USCIS with copies of, agreements with State-based Exchanges (SBE) that bind the SBE, including their employees and contractors,

to comply with the privacy and security requirements set forth in this Agreement, Section IV(A)(3) of this agreement, and with USCIS's privacy and security requirements in administering its verification programs, and with all other requirements set forth in this Agreement. Additionally, when collection, use, or disclosure of data is otherwise required by law, an Exchange must, pursuant to 45 CFR § 155.260, require the same or more stringent privacy and security standards as a condition of contract or agreement with individuals or entities that:

- a. Gain access to PII submitted to an Exchange; or
  - b. Collect, use or disclose PII gathered directly from Applicants or Enrollees while performing the functions outlined in the agreement with the Exchange.
9. CMS will enter into, and will provide USCIS with copies of, agreements prior to providing data to State Medicaid and CHIP agencies, under which such agencies agree to comply with the requirements which relate to the safeguarding of information about Applicants and Enrollees.
  10. CMS will advise AE that connect to SAVE via the verify lawful presence (VLP) Web Services interface to transition their systems to the most recent version of a SAVE release within 12 months from when the CMS Hub completes implementation of the latest version of the interface control agreement (ICA) in a VLP release, or they may experience technical difficulties.
  11. When both respective DIBs have approved this Agreement, CMS will submit a report of the Matching Program to OMB and to the appropriate Committees of Congress for review, and will provide a copy of such notifications to USCIS.

#### B. USCIS Responsibilities

1. USCIS agrees to make available the SAVE Program to CMS as an electronic method for determining whether Applicant information submitted by the Secretary of HHS to the Secretary of DHS pursuant to ACA sections 1411(c)(2)(B) and 1413 is consistent with information available through the USCIS VIS.
2. USCIS agrees to provide the Hub with a response on each inquiry, as appropriate, to enable AE to confirm whether the biographic, citizenship and immigration status information submitted by the Hub to SAVE is consistent with information available through the USCIS VIS.
3. USCIS agrees to provide CMS with instructional materials required for the use of the SAVE Program.
4. USCIS agrees to provide a sufficient number of primary verification user codes to assure the effective implementation of the verification procedures and instructions for obtaining necessary system access codes.

5. USCIS agrees to provide assistance to CMS and other AE on policies and procedures for participating in the SAVE Program, including technical instructions for accessing the system, requirements for safeguarding information contained in the system, proper and nondiscriminatory use of the system, and restrictions on retention and disclosure of system information. USCIS also agrees to provide CMS with the name, address and telephone number of an appropriate point of contact (POC) within USCIS, or its contractor organization, who can be contacted regarding any billing questions, as appropriate, or problems which arise in connection with CMS' participation in the verification program.
6. USCIS will conduct an additional verification search of available databases when a request for additional verification is submitted.
7. USCIS will advise the AE through the Hub or the AEs' direct SAVE access method, as appropriate, if USCIS is unable to verify the Applicant's immigration status. at which time the AE may submit an electronic copy of the applicant's immigration document or follow second, and if necessary, third step verification prompts.

### **III. JUSTIFICATION AND ANTICIPATED RESULTS**

Pursuant to the Privacy Act's subsection 552a(o)(1)(B) requirement, the justification for the program and the anticipated results, including a specific estimate of any savings, is described below:

#### **A. Cost Benefit Analysis Requirements**

As required by section 552a(u)(4)(A) of the Privacy Act, a cost benefit analysis (CBA) was conducted, included as Attachment 1, covering this CMA with DHS and seven other mandatory "Marketplace" matching programs which CMS conducts with other Federal agencies. The CBA demonstrates that monetary costs to operate all eight Marketplace matching programs exceed \$30.5 million, but does not quantify direct governmental cost saving benefits sufficient to estimate whether they offset such costs. The CBA, therefore, does not demonstrate that the matching program is likely to be cost-effective and does not provide a favorable benefit/cost ratio.

However, other supporting justifications and mitigating factors to support approval of this CMA though is provided below in Section B. Further, OMB guidance provides that when a matching program is being renegotiated, which is being re-established, pursuant to OMB Circular A-108, the Privacy Act "does not require the showing of a favorable ratio for the match to be continued... The intention is to provide Congress with information to help evaluate the cost-effectiveness of statutory matching requirements with a view to revising or eliminating them where appropriate." See OMB Guidelines, 54 Fed. Reg. at 25828.

#### **B. Other Supporting Justifications**



Even though the Marketplace matching programs are not demonstrated to be cost-effective, ample justification exists in the CBA sections III (Benefits) and IV (Other Benefits and Mitigating Factors) to justify DIB approval of the matching programs, including the following:

1. Certain Marketplace matching programs are required and are not discretionary. However, some Marketplace matching programs are based on permissive use disclosure authority, not a statutory obligation.
2. The Marketplace matching programs' eligibility determinations and Minimum Essential Coverage (MEC) checks result in improved accuracy of consumer eligibility determinations, 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 financial assistance (including the advance payment of the premium tax credit (APTC) and cost sharing reduction (CSR)).
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.

In sum, the optimal result in performing this matching program is attained by limiting the cost by using a matching program operational structure and technological process that is more efficient than any alternatives.

#### **IV. RECORDS DESCRIPTION**

The Privacy Act, subsection 552a(o)(1)(C), requires that each CMA specify a description of the records that will be matched, including a sample of data elements that will be used, the approximate number of records that will be matched, and the projected starting and completion dates of the program.

##### **A. System of Records**

1. The CMS SOR that supports this matching program is the "CMS Health Insurance Exchanges System (HIX)", CMS System No. 09-70-0560, last published in full at 78 Fed. Reg. 63211 (October 23, 2013), as amended at 83 Fed. Reg. 6591 (February 14, 2018).
2. The USCIS SOR that supports this data Matching Program is the VIS and several

immigration databases as described in the SAVE system of records notice (SORN): DHS/USCIS-004 Systematic Alien Verification for Entitlements Program System of Records Notice, 81 Fed. Reg. 78619 (November 8, 2016). Routine Use H permits DHS' disclosure to CMS: "to approved federal, state, and local government agencies for any legally mandated purpose in accordance with their authorizing statute or law and when an approved Memorandum of Agreement or Computer Matching Agreement (CMA) is in place between DHS and the entity."

#### B. Number of Records

The Congressional Budget Office (CBO) estimated that up to 12 million records may be transacted through SAVE queries, for coverage in QHP and other Insurance Affordability Programs in calendar year 2018. In the past FY2016 and FY2017, approximately 11 to 12 million total SAVE queries were made.

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

1. From the CMS to USCIS. CMS will submit data elements pertaining to Applicants or Enrollees through SAVE to the USCIS VIS. These data elements may include the following:
  - a. Identification Number (e.g., Foreign Passport Number, I-94 Number, Alien Registration Number/USCIS Number)
  - b. Immigration Document Type
  - c. Last Name
  - d. Middle Initial
  - e. First Name
  - f. Date of Birth
  - g. Document Expiration Date (if applicable)
  - h. Information contained in the comment field, such as USCIS benefit application receipt numbers, maiden names, nicknames, and additional immigration document numbers.
2. From USCIS to CMS. USCIS through SAVE will send the Hub responses that contain data from records provided to VIS and databases VIS accesses. These responses may include the following data elements:
  - a. Alien Registration Number/USCIS Number
  - b. I-94 Number
  - c. Last Name
  - d. First Name
  - e. Date of Birth
  - f. Date of Entry
  - g. Status Grant Date, if available
  - h. Immigration Status Data

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

Effective Date – October 1, 2018

Expiration Date – April 1, 2020 (April 1, 2021 if renewed for 1 year).

**V. NOTICE PROCEDURES**

- A. The matching notice which CMS will publish in the Federal Register as required by the Privacy Act (5 U.S.C. § 552a (e)(12)) will provide constructive notice of the matching program to affected individuals.
- B. The Privacy Act's subsection 552a(o)(1)(D) requires CMAs to specify procedures for providing individualized notice at the time of application, and notice periodically thereafter as directed by the Data Integrity Board of such agency (subject to guidance provided by the Director of OMB pursuant to subsection 552a(v)), to applicants for and recipients of financial assistance or payments under Federal benefit programs. Individual Applicants or Enrollees will be notified that the information used to determine the eligibility of each Applicant or Enrollee may be verified by matching against the records of various federal agencies, including DHS. This notice will be provided at the time of application on the OMB-approved HHS-developed single streamlined application or on an HHS-approved alternate application used by an AE. The same application will be used for initial applications seeking Eligibility Determinations and to report changes in circumstances after enrollment. AEs may notify benefit applicants that they can determine the status of their SAVE verification by visiting SAVE Case Check, which can be accessed through the SAVE public website located at <https://www.uscis.gov/SAVE>.

**VI. VERIFICATION PROCEDURES AND OPPORTUNITY TO CONTEST FINDINGS**

The Privacy Act's subsection 552a(o)(1)(E) requires that each CMA outline procedures for verifying information produced in the matching program, as required by 5 U.S.C. § 552a(p). This subsection requires agencies to independently verify the information produced by a matching program and to provide the individual an opportunity to contest the agency's findings, before an adverse action is taken against the individual, as a result of the match.

**A. Verification Procedures**

1. CMS will provide USCIS with the following information for the purpose of immigration status or naturalized/derived citizenship verification: Alien Registration Number, I-94 number, or other identifiers as defined in the Records Description in Section 4 of this Agreement, as applicable, of the Applicant or Enrollee seeking an Eligibility Determination.
2. If USCIS cannot verify immigration status on initial electronic verification (i.e., first step verification), AEs will be prompted to institute additional verification, at which time the Administering Entity may submit the case for second step verification or may upload an electronic copy of the applicant's immigration document if done in

accordance with the rules applicable to the AE for which the request is being made. If USCIS cannot verify immigration status on additional verification, AEs will be prompted to submit the verification request for third level verification. If third level verification is required, AE will facilitate the transfer of the Applicant's or Enrollee's immigration documentation to USCIS. The SAVE Program requires copies of immigration documentation in order to conduct third-level verification. AE must submit such documentation electronically. Submission of paper documentation by mail as an attachment to Form G-845 is no longer a submission option, unless USCIS expressly requests submission in that format.

3. If an AE is unable to comply with the prompts through the Hub, the AE may implement an approved alternative verification method to verify documents that demonstrate the applicants' immigration status. Alternative verification methods should use the AE's independent SAVE access methods to verify immigration and naturalized or derived citizenship status. Alternative access methods that do not use SAVE as an access method to verify immigration and naturalized or derived citizenship status cannot be considered to have received a determination from DHS as to whether the applicant's information is consistent with information in DHS records. CMS agrees to provide USCIS with written descriptions of any alternative verification procedures, as appropriate, used by AEs.
4. CMS and AEs may not deny an application covered under this Agreement based upon the failure to verify applicant information with DHS records unless an AE completes all SAVE prompts returned to the Hub, including submitting the verification request for additional verification or resubmitting the case when prompted by SAVE, or completes an alternate verification procedure.
5. CMS and AEs may not suspend, terminate, reduce, or make a final denial regarding the Federal benefit program eligibility of an Applicant/recipient under the ACA based upon a SAVE verification response status, or a response received through an approved alternative method, or take other adverse action against such individual as a result of information produced by the Matching Program, without first providing the Applicant or Enrollee the opportunity to provide additional information to verify their citizenship or immigration status in accordance with 45 CFR § 155.315(f) or 42 CFR §§ 435.952 and 457.380. Please see DHS-USCIS' "additional verification procedures" as described in its SAVE Program Guide, which is incorporated into this Agreement by reference, including any subsequent amendments or revisions provided that such additional verification procedures are consistent with applicable law.
6. Furthermore, CMS may not suspend, terminate, reduce, or make a final denial regarding the Federal benefit program eligibility of any individual described in the preceding paragraph, or take other adverse action against such individual as a result of information produced by this Matching Program unless: (A) such individual has received notice from CMS containing a statement of the findings of the immigration status check; and (B) until the subsequent expiration of any notice period provided by such program's law or regulations. Such opportunity to contest may be satisfied by

the notice, hearing, and appeal rights governing the Federal benefit program if the applicant has been provided the opportunity to refute any adverse status information as a result of the verification query.

7. Information created by CMS regarding any individual which becomes part of the System of Records can be contested by contacting CMS.
8. Because CMS is not the owner of the record, any information provided to CMS by DHS cannot be contested by contacting CMS. An individual seeking to contest the content of information DHS provided for matching purposes should contact the relevant Party. CMS, in its role as the Federally-facilitated Exchange (FFE), will provide guidance to the individual concerning how to contest the content of information provided by DHS.

#### B. Enrollment in a QHP through an Exchange, APTC and CSR

1. An Exchange will verify citizenship and immigration status in accordance with 45 CFR § 155.315(c). Pursuant to the verification process in 45 CFR § 155.315, the Exchange will provide notice to and an opportunity to resolve the inconsistency for the Applicant or Enrollee if there is an inconsistency between the Applicant/Enrollee's attestation and the information provided by DHS/USCIS under this Agreement through the Hub in connection with Eligibility Determinations and Redeterminations for APTCs and CSRs. *See also* section 1411(e)(3)-(4) of the ACA. The Applicant/Enrollee will have 90 days from the date of notice of the inconsistency to resolve the inconsistency or to present satisfactory documentary evidence to the agency. 45 CFR § 155.315(f).
2. In addition, an Exchange will provide notice of appeals procedures with a notice of Eligibility Determination and Redetermination pursuant to 45 CFR §§ 155.230 and 155.355. An Applicant or Enrollee will be provided the opportunity to appeal denials of eligibility for APTCs and CSRs based upon contested determinations of citizenship or immigration status pursuant to section 1411(f)(1) of the ACA.

#### C. Exemptions

The Exchange will verify certain citizenship and immigration status information provided by an Applicant for a certain type of Exemption with information provided by DHS pursuant to this Agreement in accordance with 45 CFR §§ 155.615(f) and (g) and 155.620(c). Pursuant to the verification process in 45 CFR §§ 155.615(f) and (g) and 155.620(c), the Exchange will provide notice and an opportunity to resolve the inconsistency with SAVE and the Exchange for the Applicant if there is an inconsistency between the Applicant's attestation and the information obtained from DHS through the Hub in connection with Eligibility Determinations and Redeterminations for Exemptions. *See also* Section 1411(e)(3)-(4) of the ACA. In addition, the Exchange will provide notice of appeals procedures with a notice of Eligibility Determination and Redetermination pursuant to 45 CFR §§ 155.230 and 155.635. An Applicant will be

provided the opportunity to appeal denials of eligibility for an Exemption pursuant to section 1411(f)(1) of the ACA.

#### D. Medicaid and CHIP

A State Medicaid or CHIP agency must determine or renew eligibility in accordance with 42 CFR §§ 435.911, 435.916, 457.340 and 457.343. Medicaid and CHIP agencies will verify certain citizenship and immigration status information provided by an Applicant or beneficiary in accordance with 42 CFR parts 435 or 457. A Medicaid/CHIP Applicant Beneficiary seeking to contest any information used for verification of citizenship or immigration status of an application or Renewal determination that results in an adverse Eligibility Determination may file an appeal with the agency that issued the Eligibility Determination.

#### E. Basic Health Plan

A BHP will verify the eligibility of an Applicant or beneficiary for BHP consistent either with the Exchange standards and procedures set forth at 45 CFR §§155.315 and 155.320 or Medicaid standards and procedures set forth at 45 CFR §§ 435.945 through 435.956.

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

These procedures are required by the Privacy Act's subsection 552a(o)(1)(F):

USCIS records are stored and retained in the VIS Master Data File in accordance with the DHS SAVE SORN and retention schedule N1-566-08-7, which was approved by NARA as of June 5, 2008 ten (10) years from the date of completion of the verification unless the records are part of an ongoing investigation in which case they may be retained until completion of the investigation.

CMS FFE will retain electronic records that contain verified Applicant, Beneficiary, or Enrollee information for a period of ten (10) years to the extent that a match results in an inconsistency, in accordance with retention schedule DAA-0440-2014-0003 which was approved by NARA May 4, 2016. The retained electronic records will reflect the results of the match in order to meet legal evidentiary requirements. Retained records will not contain raw DHS data received via the Hub.

DHS and CMS will dispose data in accordance with their applicable Federal Records Retention Schedules. DHS and CMS will not create permanent files or a separate system comprised solely of the data provided by the other Party.

### **VIII. SECURITY PROCEDURES**

As required by the Privacy Act's subsection 552a(o)(1)(G), CMS and DHS/USCIS agree to the following information security procedures:

- A. **General.** Both Parties shall maintain a level of security that is commensurate with the risk and magnitude of harm that could result from the loss, misuse, modification, or inappropriate disclosure of the information contained on the system with the highest appropriate sensitivity level.
- B. **Legal Compliance.** Both Parties shall comply with the limitations on use, storage, transport, retention, and safeguarding of data under all applicable Federal laws and regulations. These laws and regulations include the Privacy Act of 1974 (Privacy Act), the Federal Information Security Modernization Act of 2014 (FISMA), 44 U.S.C. §§ 3501-3558, the Computer Fraud and Abuse Act of 1986, the E-Government Act of 2002, the Clinger-Cohen Act of 1996, and the corresponding implementation regulations for each statute. Additionally, CMS shall follow Federal, HHS, and CMS policies including:
1. The Office of Management and Budget (OMB) Circular No. A-130, "Managing Federal Information as a Strategic Resource," (July 28, 2016) (<http://www.whitehouse.gov/omb/circulars>);
  2. The National Institute of Standards and Technology (NIST) Special Publications (SP) (<http://csic.nist.gov/publications>);
  3. The HHS Information Systems Security and Privacy Policy (IS2P) (HHS FISMA Working Group Collaboration Page) or mailto: FISMA@hhs.gov;
  4. CMS Information Security Acceptable Risk Safeguards (ARS), CMS Minimum Security Requirements (CMSR) as amended CMS Information Security Acceptable Risk Safeguards CMS Minimum Security Requirements (CMSR);
  5. Other policies, standards, procedures and templates located on the Information Security and Privacy Library; and
  6. DHS Sensitive Systems Policy 4300A.
- C. **FISMA Compliance.** Both Parties shall comply with the requirements of FISMA as it applies to the electronic storage, processing, use, and transport of data by and between the Parties under this Agreement. The Parties will comply with Section 3544(a)(1) of FISMA, which requires agencies and their contractors to ensure that computer systems are FISMA compliant. Furthermore, the Parties agree to use all applicable NIST standards when certifying and auditing systems.
- D. **Loss, Potential Loss, or Breach Reporting.** Both Parties shall comply with OMB reporting guidelines in the event of a loss, potential loss, or breach of PII (see OMB M-17-12 (January 3, 2017)), and the responsibilities and procedures of its own agency breach response plan. The Party that experienced the breach will be responsible for following its established procedures, including notifying the proper organizations (e.g., United States Computer Emergency Readiness Team (US-CERT)), conducting a breach

and risk analysis, and making a determination of the need for notice and/or remediation to individuals affected by the loss. If the Party's analysis indicates that an individual notice is appropriate, the Party that experienced the breach will be responsible for providing such notice, and all costs incurred providing such notice and subsequent mitigation. In addition, the Party experiencing the breach will notify the other Party's System Security Contact named in this Agreement within twenty-four (24) hours of discovering the suspected or confirmed breach. If the Party experiencing the breach is unable to speak with the other Party's System Security Contact or if for some reason contacting the System Security Contact is not practicable (e.g., outside of normal business hours), then the following contact information shall be used:

- USCIS Service Desk: 1-888-220-5228;
- CMS IT Service Desk: 410-786-2580 or e-mail [CMS.IT.Service.Desk@cms.hhs.gov](mailto:CMS.IT.Service.Desk@cms.hhs.gov).

- E. **Administrative Safeguards.** Both Parties will comply with the existing and future requirements set forth by the Privacy Act; 44 U.S.C. §§ 3541-3549; related OMB circulars and memoranda such as Circular A-130, Managing Information as a Strategic Resource (July 28, 2016); NIST directives; and 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 used in federal agency business processes, as well as related reporting requirements. Specifically, FISMA requirements apply to all federal contractors, organizations, or entities that possess or use federal information, or that operate, use, or have access to federal information systems on behalf of an agency. Both Parties agree that personnel with access to the data matched and created by the match receive training to ensure proper verification in a manner consistent with this agreement. Accordingly, both Parties will restrict access to the matched data and to any data created by the match to only those authorized users of the CMS Hub who need it to perform their official duties in connection with the uses of data authorized in this Agreement. Further, both Parties will advise all personnel who will have access to the data matched and to any data created by the match of the confidential nature of the data, the safeguards required to protect the data, regulations applicable to retention of the data, and the civil and criminal sanctions for noncompliance contained in the applicable Federal laws.
- F. **Physical Security / Storage.** Both Parties agree to maintain all automated matching records in a secured computer environment that includes the use of authorized access codes (passwords and/or personal identity verification or PIV) to restrict access and that is otherwise physically safe from access by unauthorized persons at all times. Those records will be maintained under conditions that restrict access to persons who need them in connection with their official duties related to the matching process. It is the responsibility of the user's supervisor to ensure that both Parties are notified when a user has departed or duties have changed such that the user no longer needs access to the system, to ensure timely deletion of the user's account and password. USCIS and CMS will comply with physical security and storage requirement under DHS Sensitive Systems Policy 4300A.



G. **Technical Safeguards.** Both Parties will process the matched data and any data created by the match under the immediate supervision and control of the authorized users 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. The DHS/USCIS personnel will be trained on the new data and process as part of their continued and regular training sessions. CMS will also ensure only authorized users have access to the data and will protect the confidentiality of the data. CMS will provide training to the authorized users on the usage of the system and the data.

Systems personnel will be required to enter personal identification numbers when accessing data on the agencies' systems. Both Parties will strictly limit authorization to these electronic data systems necessary for the authorized user to perform their official duties. Data will be protected in accordance to DHS 4300A, FISMA and NIST security guidance. All data in transit will be encrypted using algorithms that meet the requirements of FIPS 140-2, Security Requirements for Cryptographic Modules, as amended, and implementation guidance. DHS/USCIS will transmit application data to CMS via a web services-based Simple Object Access Protocol, Extensible Markup Language/Hypertext Transfer Protocol Secure request.

Authorized system users will be identified by login credentials, and individually tracked to safeguard against the unauthorized access and use of the system.

- H. **Application of Policies and Procedures.** Both Parties will adopt policies and procedures to ensure that each Party uses the information obtained under this Agreement and retained in their respective records or obtained from each other is used solely as provided in this Agreement. Both Parties will comply with these policies and procedures and any subsequent revisions.
- I. **On-Site Inspections.** Both Parties may make on-site inspections and requests for information of the other Party to ensure that the safeguards for the data subject to this Agreement are adequate, and to ensure compliance with this Agreement. Each Party shall provide the other Party with any reports and/or documentation relating to such on-site inspections at the Party's request.
- J. **Monitoring and Compliance.**
1. CMS will notify the USCIS Safeguards and Recordkeeping Procedures Contact immediately whenever there is reason to believe a violation of this Agreement has occurred;
  2. CMS will notify the USCIS Safeguards and Recordkeeping Procedures Contact immediately whenever there is reason to believe an information Breach has occurred as a result of CMS action or inaction, pursuant to Office of Management and Budget (OMB) Memorandum M-17-12, Preparing for and Responding to a Breach of Personally Identifiable Information, January 3, 2017.
  3. AEs will submit a Security Incident report template describing the Security Incident to their designated Center for Consumer Information and Insurance Oversight (CCIIO) State Officer (CSO). Agents of the AEs will submit Security Incident reports through their respective AE to CMS. If the AE's report is about USCIS data, CMS will inform USCIS of the incident by sending the Security Incident report to USCIS. Based on the Security Incident, CMS will determine whether further discussion between the CSO and USCIS is necessary. The investigation of the Security Incident is the responsibility of the AE. If the AE determines that notification is necessary, the AE will conduct the Breach notification at their cost.
  4. CMS will contact the AE and discuss corrective action to investigate the source of suspected fraudulent, noncompliant, or discriminatory activity within twenty-four (24) hours of the time that USCIS provides notice to CMS that USCIS has observed suspicious activity regarding Hub submissions to the USCIS verification system.
  5. CMS will share with USCIS security status assessments at times when federal agencies that supply information in support of ACA activities conduct security assessments regarding the operational status of CMS, AEs, and their authorized respective agents in connection with verification data and services under this Agreement.

- K. CMS must ensure information systems are compliant with CMS guidance "Minimum Acceptable Risk Standards for Exchanges (MARS-E)" Exchange Reference Architecture Supplement, Version 1.0, dated August 1, 2012.

Non-Discrimination: Any action required or permitted under this Agreement shall be conducted in a manner that does not discriminate against an individual based upon his or her national origin, race, color, sex, religion, or disability in accordance with Section 705 of the Homeland Security Act of 2002; Section 504 of the Rehabilitation Act of 1973, and agency implementing regulations at 6 CFR Part 15.

- L. In fulfilling their obligations under Executive Order 13,166 ("Improving Access to Services for Persons with Limited English Proficiency," 65 Fed. Reg. 50,121 (Aug. 16, 2000)), the Parties will take reasonable steps to provide limited English proficiency (LEP) persons with meaningful access to federally conducted programs and activities, including services and benefits. Meaningful access includes providing timely language assistance services to ensure effective communication with LEP persons and providing language services that are sufficient to provide the same level of access to services received by persons who are not LEP. Language assistance services may be oral and written, and must be provided at no charge to the individual. Vital documents, including notices relating to consent, verification of status, and contesting verification failures should be translated.
- M. In accordance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701) and related agency implementing regulations, the Parties will provide accommodations to individuals with disabilities to ensure effective communication; including providing qualified sign language interpreters; providing accessible electronic and information technology; and producing notices and publications in alternate formats, at no charge to the individual. Persons with disabilities that may require accommodation and provision of alternative communication methods to ensure effective communication include persons who are deaf or hard of hearing, persons with vision impairments, and persons with psychiatric and/or developmental disabilities.

## **IX. RECORDS USAGE, DUPLICATION, AND DISCLOSURE RESTRICTIONS**

As required by the Privacy Act's subsection 552a(o)(1)(H), the Parties will comply with the following limitations on use, duplication, and disclosure of the electronic files, and data provided by the other Party under this Agreement:

- A. The Parties will use and disclose the data only for the purposes described in this Agreement or authorized by applicable law, unless the other Party consents to the use or disclosure. The Party requesting permission must specify the following in writing: (1) what data will be used or disclosed, (2) to whom the data will be disclosed, (3) the reasons justifying such use or disclosure, and (4) the intended use of the data.
- B. The Parties will not use the data to extract information concerning individuals therein for any purpose not specified by this Agreement or applicable law.

- C. The matching data provided by USCIS under this Agreement will remain the property of USCIS and will be retained by CMS and Administering Entities to be used for internal audits to verify the accuracy of matches and to adjudicate appeals. USCIS matching data will only be destroyed after the matching activity, appeals and audits involving the data have been completed as described under this Matching Program.
- D. CMS FFE will restrict access to the results of the data match to Applicants or Enrollees, application filers, and Authorized Representatives of such persons; as well as to Agents and Brokers who have been authorized by the Applicant and are under agreement with the FFE. The FFE shall require the same or more stringent privacy and security standards as a condition of contract or agreement with individuals or entities, such as Agents or Brokers that; (1) gain access from the Exchange to PII submitted to an Exchange or (2) collect, use, or disclose PII gathered directly from Applicants or Enrollees while that individual or entity is performing the functions outlined in the agreement with the Exchange. *See* 45 CFR § 155.260, 42 CFR § 431, subpart F, including §§ 431.301, 431.302, 431.303, 431.305, and 435.945, and 457.1110.
- E. Any individual who knowingly and willfully uses or discloses information obtained pursuant to this Agreement in a manner or for a purpose not authorized by Section 1411(g) of the ACA is potentially subject to the civil penalty provisions of Section 1411(h)(2) of the ACA, which carries a fine of up to \$25,000 per person or entity per use or disclosure.
- F. CMS will not duplicate or re-disclose data provided by USCIS within or outside of CMS, except where described in this Agreement or authorized by applicable law.

## **X. RECORDS ACCURACY ASSESSMENTS**

Pursuant to 5 U.S.C. § 552a(o)(1)(J), below is information on assessments made by CMS and USCIS on the accuracy of the records that will be used in the matching program.

CMS currently estimates that 99% of the information within the Enrollment System's Administrative Data Repository (ADR) is accurate for ACA purposes in cases where: (1) an exact applicant match is returned, and (2) the applicant has an enrollment status of "verified", and (3) their enrollment period coincides with the start/end dates received from the Hub.

USCIS currently estimates that information within its VIS database is 90-95% accurate, but continues to undertake various actions to further improve the quality of the VIS database. In addition, in cases where status is not confirmed through VIS, additional verification procedures are used, which if used by the Administering Entity allows USCIS to check all necessary indices and files before providing the immigration and citizenship information. This process includes procedures for USCIS to alert the relevant immigration record owner of errors it detects so the record owner may take appropriate corrective action.

## **XI. COMPTROLLER GENERAL ACCESS**

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

## **XII. REIMBURSEMENT**

Reimbursement for immigration status verifications USCIS performs under this Agreement is addressed under a separate billing agreement. This Agreement is subject to the availability of funds.

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

- A. **Effective Date:** The Effective Date of this Agreement is October 1, 2018, provided that CMS reported the proposal to re-establish this matching agreement to the Congressional committees of jurisdiction and OMB in accordance with 5 U.S.C. § 552a(o)(2)(A) and (r) and OMB Circular A-108 and, upon completion of their advance review period, CMS published notice of the matching program in the Federal Register for a minimum of thirty days as required by 5 U.S.C. 552a(e)(12).
- B. **Term:** The initial term of this Agreement will be eighteen (18) months.
- C. **Renewal:** The parties may, within three (3) months prior to the expiration of this Agreement, renew this Agreement for a period not to exceed twelve (12) months if CMS and DHS certify the following to their DIB:
  - 1. The matching program will be conducted without change; and
  - 2. The parties have conducted the matching program in compliance with the original agreement.
- D. **Modification:** The parties may modify this Agreement at any time by a written modification, mutually agreed to by both parties. The proposed modified Agreement must be reviewed by HHS DIB counsel in OGC to determine if the change is significant and requires a new agreement.
- E. **Termination:** This Agreement may be terminated at any time upon the mutual written consent of the parties. Either party may unilaterally terminate this Agreement upon written notice to the other party, in which case the termination will be effective ninety (90) days after the date of the notice, or at a later date specified in the notice.
- F. **Notwithstanding any other provision in the Agreement, DHS may suspend or terminate this Agreement without prior notice upon a determination by DHS that there has been a breach of system integrity or security by CMS or an AE that cannot be remedied.**

#### **XIV. PERSONS TO CONTACT**

The USCIS contacts are:

1. Project Coordinator

Jonathan Mills, Acting Chief  
Systematic Alien Verification for Entitlements (SAVE) Program  
Verification Division MS 2620  
United States Citizenship and Immigration Services  
131 M Street, NE, Suite 200  
Washington, DC 20529-2620  
Phone: (202) 306-9874  
Fax: (202) 443-0175  
E-Mail: [Jonathan.M.Mills@uscis.dhs.gov](mailto:Jonathan.M.Mills@uscis.dhs.gov)

2. Safeguards and Recordkeeping Procedures

Thomas Wolfsohn, Acting Policy Chief  
Systematic Alien Verification for Entitlements (SAVE) Program  
Verification Division MS 2620  
United States Citizenship and Immigration Services  
131 M Street, NE, Suite 200  
Washington, DC 20529-2620  
Telephone: (202) 443-0161  
E-Mail: [Thomas.E.Wolfsohn@uscis.dhs.gov](mailto:Thomas.E.Wolfsohn@uscis.dhs.gov)

Jennifer McCann, Management & Program Analyst  
Systematic Alien Verification for Entitlements (SAVE) Program  
Verification Division MS 2620  
United States Citizenship and Immigration Services  
131 M Street, NE, Suite 200  
Washington, DC 20529-2620  
Phone: (202) 604-0265  
E-Mail: [Jennifer.L.McCann@uscis.dhs.gov](mailto:Jennifer.L.McCann@uscis.dhs.gov)

3. Privacy Issues

Donald K. Hawkins  
Privacy Officer  
United States Citizenship and Immigration Services  
131 M Street, NE, Suite 200  
Washington, DC 20529-2620  
Telephone: (202) 272-8000  
E-Mail: [Donald.K.Hawkins@uscis.dhs.gov](mailto:Donald.K.Hawkins@uscis.dhs.gov)

A. The CMS contacts are:

1. Program Issues:

Elizabeth Kane  
Acting Director, Verifications Policy & Operations Division  
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) 492-4418  
E-mail: [Elizabeth.Kane@cms.hhs.gov](mailto:Elizabeth.Kane@cms.hhs.gov)

2. Medicaid/CHIP Issues:

Greg McGuigan  
Acting 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) 786-5002  
Email: [greg.mcguigan@cms.hhs.gov](mailto:greg.mcguigan@cms.hhs.gov)

3. 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  
Phone: 410-786-4744  
Mobile: 443-979-3169  
E-mail: [Darrin.Lyles@cms.hhs.gov](mailto:Darrin.Lyles@cms.hhs.gov)

4. 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  
E-mail: [Walter.Stone@cms.hhs.gov](mailto:Walter.Stone@cms.hhs.gov)

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

#### **XV. 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, through the use of any data furnished pursuant to this Agreement.
- D. Nothing in this Agreement is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers or employees, or either Party.
- E. Nothing in this Agreement shall be construed as a waiver of sovereign immunity against suits by third persons.

#### **XVI. INTEGRATION CLAUSE**

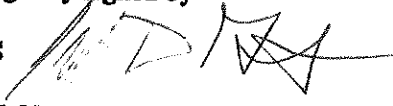
This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all other data exchange agreements between the Parties that pertain to the disclosure of data between the USCIS and CMS for the purposes described in this Agreement. The parties have made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



**XVII. APPROVALS**


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

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

<b>Approved by (Signature of Authorized CMS Approving Official)</b>	
Jeffrey Grant Digitally signed by	
Jeffrey Grant -S 	
Date: 2018.05.29 23:05:16 -04'00'	
<b>Jeffrey Grant</b> <b>Deputy Director for Operations</b> <b>Center for Consumer Information &amp; Insurance Oversight</b> <b>Centers for Medicare &amp; Medicaid Services</b>	<b>Date:</b>


**B. Centers for Medicare & Medicaid Services Program Official**

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

Approved by (Signature of Authorized CMS Program Official)	
	
Timothy Hill Deputy Director Centers for Medicaid and CHIP Services Centers for Medicare & Medicaid Services	Date: 09/18/18

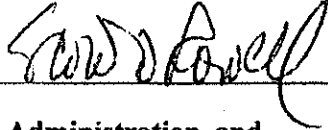
C. Centers for Medicare & Medicaid Services Approving Official

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

Approved by (Signature of Authorized CMS Approving Official)	
	
For Emery Csulak, Director Information Security and Privacy Group, and Senior Official for Privacy Office of Enterprise Information Centers for Medicare & Medicaid Services	Date:  19 Sep 2018

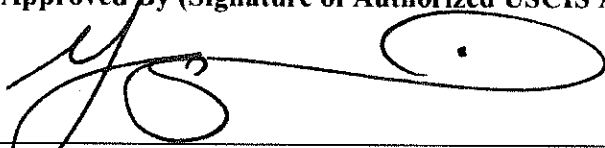
D. Department of Health and Human Services Data Integrity Board Official

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

Approved by (Signature of Authorized HHS DIB Official)	
	
<b>Scott W. Rowell</b> <b>Assistant Secretary for Administration, and</b> <b>Chairperson, HHS Data Integrity Board</b> <b>U.S. Department of Health and Human Services</b>	Date:  9/14/18


E. U.S. Citizenship and Immigration Services Approving Official

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

<b>Approved By (Signature of Authorized USCIS Approving Official)</b> 	
<b>Victoria Porto, Chief Verification Division Immigration Records and Identity Services Directorate U.S. Citizenship and Immigration Services Department of Homeland Security</b>	<b>Date:</b> 9/24/2018

F. Department Of Homeland Security Data Integrity Board Official

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

<b>Approved By (Signature of Authorized DHS DIB Official)</b>	
	
<b>Philip S. Kaplan</b> <b>Chief Privacy Officer and</b> <b>Chairperson of the Data Integrity Board</b> <b>U.S. Department of Homeland Security</b>	<b>Date:</b> <i>09/27/18</i>

**Attachment 1**

**DHS/USCIS and CMS CMA Cost-Benefit Analysis**