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

SSA Match No. 1076
CMS Match No. 2016-05
HHS DIB No. 1611

Effective Date: June 6, 2016
Expiration Date: December 5, 2017

I.   PURPOSE, LEGAL AUTHORITIES, AND, DEFINITIONS

A. Purpose

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

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

CMS disclosures under this CMA constitute a matching program as defined by the Privacy Act of 1974, as amended (Privacy Act), 5 U.S.C. § 552a (a)(8), and will be conducted in accordance with applicable requirements and other relevant provisions of the Privacy Act.

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

B. Legal Authority

This CMA between SSA and CMS is executed pursuant to the Privacy Act (5 U.S.C. § 552a), as amended by the Computer Matching and Privacy Protection Act (CMPPA) of 1988 (Public Law (Pub. L.) 100-503) and the regulations promulgated thereunder.

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

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

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

The legal authority for the agencies to enter into this interagency transaction is the Economy Act, 31 U.S.C. § 1535.

C. Definitions

"Nursing care facilities" means skilled nursing facilities (SNFs), nursing facilities (NFs), and SNFs/ NFs as defined at 42 C.F.R 483.5.

"MDS" means CMS's Long-Term Care Minimum Data Set system of records (LTC/MDS 09-70-0528)
"Medicaid" means the program of medical assistance established under Title XIX of the Act.

"Supplemental Security Income" (SSI) means the Federal program of Supplemental Security Income for the Aged, Blind, and Disabled under Title XVI of the Act.

"Special Veteran's Benefits" (SVB) means the benefit program effective December 14, 1999 under Title VIII of the Act.

II. RESPONSIBILITIES OF THE PARTIES

A. CMS Responsibilities

1. CMS, as the source agency, will match the SSA finder file against its LTC/MDS system of records (SOR) and submit its reply file to SSA in accordance with this CMA. This SOR contains admission and discharge data on certain nursing care facilities. CMS will submit its reply file to SSA no later than 21 days after receipt of the SSA finder file.

2. In its reply file, CMS will disclose certain nursing care facility admission and discharge data listed in Attachment 3 to enable SSA to determine SSI recipients' amount of benefits or eligibility for benefits, by identifying individuals who did not report their admission to a nursing care facility as required by applicable provisions of the Act. The nursing care facility admission and discharge data disclosed will also help SSA determine if a SVB recipient returns to the United States.

B. SSA Responsibilities

1. SSA, as the recipient agency, will provide Congress and the Office of Management and Budget (OMB) with a notice of this computer matching program and will publish the required matching notice in the Federal Register (FR). Upon publication, SSA will inform CMS of the FR notice.

2. SSA will provide CMS with a finder file on a monthly basis in accordance with this agreement. The finder file will contain the name and SSN of SSI and SVB beneficiaries.

3. SSA will use the information obtained by CMS under this CMA to identify

SSI recipients who did not report their admission to a nursing care facility as required under the Act and to identify SVB beneficiaries who are no longer residing outside of the United States.

4. SSA will also inform SSI beneficiaries of computer matching activities whenever there is a pending adjustment to their SSI payments. Pursuant to the LTC/MDS SORN and this CMA, SSA will establish administrative, technical and physical safeguards to prevent unauthorized use of disclosure of the records in accordance with this CMA, for example SSA:

    a. Will remove/destroy patient-identifiable information at the earliest opportunity, in accordance with this CMA; and

    b. Will not use/disclose the data other than as permitted by this CMA.

III.   JUSTIFICATION AND ANTICIPATED RESULTS

A. Justification

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

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

B. Anticipated Results

The estimated benefit of this matching operation equates to $91.6 million. The benefit includes the correction of those cases in which there is a decrease in the monthly payment amount and the recovery of detected overpayments, as well as the correction of cases that result in retroactive SSI underpayments. The SSA projected costs for this computer matching program will total approximately

$12.4 million. The estimated savings should make this matching operation cost effective, with a benefit to cost ratio of 7.37 to 1. See the attached Cost Benefit Analysis (Attachment 1).

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

IV. DESCRIPTION OF RECORDS TO BE MATCHED

A. System of Records

1. SSA will provide CMS with a finder file on a monthly basis, which will be extracted from SSA's Supplemental Security Income Record and Special Veterans Benefits (SSR/SVB), SOR, SSA/ODSSIS 60-0103, last published on December 19, 2007 (72 FR 69723). The SSR/SVB SOR contains routine uses to allow the disclosures under this CMA.

2. CMS will match the SSA finder file against its Long Term Care-Minimum Data Set (LTC/-MDS) (System Number 09-70-0528) SOR, last published on March 19, 2007 (72 FR 12801) and submit its response file to SSA.

3. This matching program employs CMS systems that contain Protected Health Information (PHI), as defined by 45 C.F.R. § 160.103, and disclosures of PHI are permitted under 45 C.F.R. § 164.512(a).

B. Specified Data Elements Used in the Match

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

C. Number of Records

SSA anticipates furnishing a monthly finder file to CMS that will contain approximately 8.2 million records of recipients of SSI and SVB.

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

D. Frequency

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

E. Projected Start and Completion Dates

The start date of this agreement is June 6, 2016, and the completion date is December 5, 2017.

V.   NOTICE PROCEDURES

A. Applicants/Enrollees

Both CMS and SSA will notify all applicants who apply for benefits for their respective programs that these two agencies will conduct matching programs.

B. Recipients

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

C. Federal Register Publication

SSA will provide notice of the matching program through an FR notice (Attachment 4).

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

VI.   VERIFICATION PROCEDURES AND OPPORTUNITY TO CONTEST FINDINGS

A. Verification Procedures

SSA will take no adverse action regarding applicants/recipients identified through the matching process solely based on the information that SSA obtains from the computer matching program. SSA will determine whether the data in CMS's response files are consistent with the data in SSA's files. If the data are not consistent, SSA will contact the individual (consistent with 5 U.S.C. § 552a(p)

and applicable guidelines) to confirm the data on CMS's file. SSA will then evaluate the individual's eligibility or payment amount, or both in accordance with the provisions in sections 1611(e)(1)(B) of the Act (42 U.S.C. § 1382(e)(1)(B)) and section 801 of the Act (42 U.S.C. § 1001).

B. Notice and Opportunity to Contest Findings

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

1. That SSA has received information from CMS which indicates that the proposed adverse action affecting their benefits is necessary; and

2. That the individual has ten days to contest the proposed adverse action or SSA will conclude that the data upon which the decision is based are correct and will make necessary payment adjustments.

VII. PROCEDURES FOR RETENTION AND TIMELY DESTRUCTION OF IDENTIFIABLE RECORDS

SSA and CMS will only retain the electronic files received from the other agency under this CMA for such time as is necessary to process the match and, where applicable, allow for appeals. SSA and CMS will then dispose such files unless SSA and CMS are required to retain the information to meet evidentiary requirements, such as a legal hold, or in accordance with applicable record retention schedules pursuant to 44 U.S.C. § 3303a. SSA will not create permanent files or a separate system comprised solely of the data provided by the other agency.

SSA will destroy the CMS response files when matching is complete and, where retention is required under the terms described above, may place a printout of the comparison results in that specific individual's SSA claims folder, as required. SSA will dispose of the printouts in accordance with the appropriate Federal records retention schedule provided under 44 U.S.C. § 3303a.

VIII. SECURITY PROCEDURES

SSA and CMS will comply with the requirements of the Federal Information Security Management Act (FISMA), 44 U.S.C. § 3541-3549, as amended by the Federal Information Security Modernization Act of 2014 (Pub. L. 113-283); related OMB circulars and memoranda, such as Circular A-130, Management of Federal

Information Resources (November. 28, 2000), and Memorandum M-06-16, "Protection of Sensitive Agency Information," (June 23, 2006); National Institute of Standards and Technology (NIST) directives; and the Federal Acquisition Regulations, including any applicable amendments published after the effective date of this CMA. 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 will 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.   Incident 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 CMA, they will follow the incident reporting guidelines issued by OMB. In the event of a reportable incident under OMB guidance involving a loss or the potential loss of 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 a loss or the potential loss of PII incident (e.g., electronic or paper) will notify the other agency's Systems Security Contact named in this agreement within one hour of discovering the loss or potential loss. If CMS is unable to speak with the SSA Systems Security Contact within one hour of discovering a potential loss 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 the CMS's Service Center at 1-800-562-1963 or email CMS_IT_Service_Desk@cms.hhs.gov.

B. Breach Notification

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

C. Administrative Safeguards

SSA and CMS will restrict access to the data matched and to any data created by the match to authorized employees and officials who need it to perform their official duties in connection with the uses of the data authorized in this agreement. Further, SSA and CMS will advise all personnel who have access to the data matched and to any data created by the match of the confidential nature of the data, the safeguards required to protect the data, and the civil and criminal sanctions for noncompliance contained in the applicable Federal laws.

D. Physical Safeguards

SSA and CMS will store the data matched and any data created by the match in an area that is physically and technologically secure from access by unauthorized persons at all times. Only authorized SSA or CMS personnel will physically transport the data matched and any data created by the match, if necessary. SSA and CMS will establish appropriate safeguards for such data, as determined by a risk-based assessment of the circumstances involved.

E. Technical Safeguards

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

F. Application of Policies and Procedures

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

G. Onsite Inspection

SSA and CMS have the right to monitor the other agency's compliance with FISMA and OMB M-06-16 requirements. Both agencies have the right to make onsite inspections for auditing compliance, if necessary, for the duration or any

extension of this agreement.

IX. RECORDS USAGE, DUPLICATION, AND REDISCLOSURE RESTRICTIONS

SSA and CMS agree to the following limitations on the use of the information disclosed under the provisions of this CMA:

A. The matching files exchanged under this CMA remain the property of the providing agency and will ultimately be destroyed as provided above in article VII.

B. The data used, accessed, and exchanged under this agreement is only for the purpose of determining eligibility for, or the amount of, SSI and SVB payments as provided in this CMA.

C. SSA and CMS will not extract information from the electronic data files provided by the other agency concerning the individuals described therein for any purpose not stated in this CMA.

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

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

X. RECORDS ACCURACY ASSESSMENTS

Based on internal matches against other files, SSA estimates that at least 99 percent of the name/SSN data on the SSR is accurate. Based on its operational experience,

CMS estimates that at least 96 percent of the information on the MDS is accurate.

XI. COMPTROLLER GENERAL ACCESS

The Government Accountability Office (Comptroller General) may have access to all CMS and SSA data to verify compliance with this CMA.

XII. REIMBURSEMENT

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

This CMA does not authorize SSA to incur obligations for payment of funds. SSA authorizes the obligation of funds only by execution of Form SSA-429, Interagency Agreement Data Sheet. Accordingly, accompanying this agreement is an executed Form SSA-429 that provides authorization for SSA to pay for services under this agreement in fiscal year (FY) 2016. 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 2016 is subject to the availability of funds.

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

XIII. DURATION OF AGREEMENT

A. Effective Date

The effective date of this agreement is June 6, 2016, provided that the following notice periods have lapsed: 30 days from the date SSA publishes a Computer Matching Notice in the Federal Register; 40 days from the date of the matching

program notice that is sent to the Congressional committees of jurisdiction under 5 U.S.C. § 552a(o)(2)(A); and 40 days from the date of the matching program notice that is sent to OMB.

B. Duration

This agreement will be in effect for a period of 18 months, expiring on December 5, 2017.

C. Renewal

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

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

2. The matching program has been conducted in compliance with the original agreement.

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

D. Modification

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

E. Termination

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

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

1. Determines that the other party has used or disclosed the information in an

unauthorized manner;

2. Determines that the other party has violated or failed to follow the terms of this CMA; or

3. Has reason to believe that the other party breached the terms of this CMA. If either party suspends the data flow in accordance with this subsection, the data exchange will be suspended until final determination of a breach is made.

XIV. INTEGRATION CLAUSE

This CMA, Attachments 1 through 4, and Form SSA-429 as referenced in article XII constitute the entire agreement of the parties with respect to its subject matter and supersedes all other data exchange agreements between CMS and SSA that pertain to the disclosure of the specified CMS records on nursing care facility admission and discharge information. There have been no representations, warranties, or promises made outside of this agreement with respect to the subject matter of this CMA. This agreement will take precedence over any other documents that may be in conflict with it.

XV. DISCLAIMER

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

XVI. 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 Transaction Guide.*

XVII.   PERSONS TO CONTACT

A. SSA contacts are:

Systems Issues

Michelle J. Anderson, Acting Branch Chief
Office of Earnings, Enumerations, and Administrative Systems
Division of Information, Verification and Exchange Services
Social Security Administration
6401 Security Boulevard, 3-D-1 Robert M. Ball Building
Baltimore, MD 21235
Telephone: (410) 965-5943
Fax: (410) 966-3147
Email: Michelle.J.Anderson@ssa.gov

Security Operations Issues

Michael G. Johnson, Director
Division of Compliance and Oversight
Office of Information Security
Office of Systems
3827 Annex Building
6401 Security Boulevard
Baltimore, MD 21235
Telephone: (410) 965-0266
Fax: (410) 966-0527
Email: Michael.G.Johnson@ssa.gov

Agreement Issues

Dennis B. Jester
Government Information Specialist
Office of Privacy and Disclosure
Office of the General Counsel
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6401 Security Boulevard
Social Security Administration
Baltimore, MD 21235
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Fax: (410) 966-4304
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CMS Liaison

Leechelle Harrison
Office of Data Exchange
Office of Data Exchange and Policy Publications
6401 Security Boulevard, 4-C-8B Annex Building
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Email: Leechelle.Harrison@ssa.gov

B. CMS contacts are:

System Issues

Tejas Shukla
Division of Nursing Homes
Survey and Certification Group
Center for Clinical Standards and Quality
Mailstop: C2-21-16
7500 Security Boulevard
Baltimore, MD 21244-1850
Telephone: (410) 786-3500
Email: Tejas.Shukla@cms.hhs.gov

Dovid Chaifetz
Division of Quality Systems for Assessments and Surveys
Information Systems Group
Center for Clinical Standards and Quality
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7500 Security Boulevard
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Privacy and Systems Security Issues

Walter Stone
CMS Privacy Officer
Division of Security, Privacy Policy & Governance
Information Security & Privacy Group
Office of Enterprise Information
Centers for Medicare & Medicaid Services
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Agreement Coordination Issues

Chrislyn Gayhead, IT Specialist- Policy and Planning
Division of Security, Privacy Policy & Governance
Information Security & Privacy Group
Office of Enterprise Information
Centers for Medicare & Medicaid Services
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Telephone: (410) 786-6429
Fax: (410) 786-1347
Email: Chrislyn.Gayhead@cms.hhs.gov

XVIII. SIGNATURES

SOCIAL SECURITY ADMINISTRATION

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

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

Date_____

**SOCIAL SECURITY ADMINISTRATION
DATA INTEGRITY BOARD**

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Glenn Sklar, Acting Chair
Data Integrity Board

Date_____

CENTERS FOR MEDICARE & MEDICAID SERVICES

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

_____
Emery Csulak
Director, Information Security and Privacy Group, and
Senior Official for Privacy
Office of Enterprise Information
Centers for Medicare & Medicaid Services

Date _____

HEALTH AND HUMAN SERVICES DATA INTEGRITY BOARD

_____
Colleen Barros
Chairperson
Data Integrity Board
Department of Health and Human Services

Date _____

Attachments:

1 – Cost Benefit Analysis
2 – Finder File
3 – Response File
4 – Federal Register Notice

Cost Benefit Analysis for the Computer Match (Number 1076) Between the Supplemental Security Record (SSR) and the Centers for Medicare and Medicaid Services (CMS) Minimum Data Set (MDS)

Match Objective

To determine the cost-effectiveness of the current SSR/CMS matching operation by identifying Supplemental Security Income (SSI) recipient unreported admissions to nursing homes.

Background

SSI recipients, who are admitted to Title XIX institutions for a full calendar month with Medicaid paying more than 50 percent of the cost, are eligible to receive a monthly payment of only $30. Under section 9115 of Public Law 100-203 (effective July 1, 1988), this reduction of the SSI benefit to $30 can be waived when a physician certifies that the institutionalization is not expected to last more than 90 days and the recipient needs the SSI payments to maintain his/her home. Unless a section 9115 waiver applies, an overpayment can occur when the SSI recipient is institutionalized for 1 full calendar month or more and the nursing home admission is not reported to SSA. An overpayment can also occur when an SSI recipient with a section 9115 waiver is institutionalized for more than 3 full calendar months and the recipient does not report the extended stay or the SSA field office (FO) does not diary the case for review.

In order to detect unreported admissions to Title XIX institutions, each month the Office of Systems (OS) produces a finder file of all SSI recipients that are receiving a payment. CMS matches this finder file to the MDS and returns a file of records that matched. After comparing admission and discharge dates for all recipients on the returned CMS file, OS generates "D8" alerts for FO development for all cases where the recipient was in a nursing home for a full calendar month and was not in living arrangement D. Alerts also generate if the dates of admission and discharge are blank.

Methodology

The Office of Data Exchange (ODX) analyzed the SSRs of 500 randomly selected "D8" alerts completed by the FOs in fiscal year (FY) 2014. The analysis determined the amount of change in the recurring monthly payment and/or the amount of overpayment/underpayment attributable to the detection of unreported admissions to a nursing home. The findings from this analysis reflect the results from the FO development of the 500 alerts projected to the universe of 76,026 alerts worked by the FOs in FY 2014 nationwide. Additional alerts that were released in FY 2014 may have been completed subsequent to the sample selection and therefore, are not considered in these projections.

Benefits

The benefits realized in the development of the alerts from this matching operation include the detection and recovery of overpayments and the avoidance of future overpayments due to changes in the recurring benefit amount.

ODX found overpayments in 40 percent of the sample cases. The average overpayment was $1,042. Projecting these results to the universe of alerts completed in FY 2014, the total overpayments detected from the match are over $31.6 million. These overpayments fell into two categories—those where the recipient had been discharged ($12,357,290) and those where the recipient was still in the nursing home at the time of the alert development ($19,327,802). We use an average historical recovery rate of 60 percent for overpayments where the recipient was discharged from the institution, which yields $**7,414,374** in overpayment recoupment. However, for those overpayments where the recipient was still residing in the nursing home at the time of alert development, a historical recovery rate of 30 percent results in **$5,798,341** in overpayment recoupment. The 30 percent recovery rate is based on a conservative assumption that the historical rate of overpayment recovery from recipients in this living arrangement would be unlikely. Thus, the total estimated savings from the recovery of overpayments is **$13,212,715**.

Development of the match alerts also resulted in a decrease in the recurring monthly payment in 36 percent of the sample cases. The average monthly decrease was about $356. If the match had not occurred, we assume that this incorrect payment would have continued for 'eight additional months'[1]. Therefore, the estimated savings in future monthly payments would be approximately $78,410,632 when projected to the universe of alerts completed in FY 2014.

There were no underpayments or increase in monthly payments. Therefore, combining the overpayment recoveries and the future preventions, the total benefits realized from this matching operation in FY 2014 is $91,623,347.

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[1] The eight-month projection has been used, historically, for this CMA. To keep the CBA consistent with prior years, we have used the eight-month projection for FY'14.

Costs

The matching agreement and operation

The cost of matching the SSI finder file to the MDS was $40,000.

For this data exchange, we estimate the systems cost for FY 2014 to be $241,200 based on data from the Office of Systems budget staff.

FO Development

Using an average estimated FO development time of 92 minutes per alert, the development costs for the 76,026 alerts completed during FY 2014 were $10,245,026.

In addition, SSA incurs costs in incorrect payment development and recovery processing for cases identified with an overpayment. The FY 2014 cost per case of this development, established by the Division of Cost Analysis in the Office of Financial Policy and Operations is $62.54. Using $62.54 for each overpaid recipient, the total additional development and recovery costs for 30,410 cases is $1,901,841.

The total costs incurred in the conduct of this matching operation, the development of alerts and overpayment recovery processing was $12,428,067.

Conclusion

The benefit to the United States Treasury of this matching operation is the correction of those cases where there is a decrease in the monthly payment amount and the recovery of detected overpayments, which total about **$91,623,347**. The total costs are projected to be $12,428,067. These actual savings to the United States Treasury make this matching operation cost effective with a benefit to cost ratio of 7.37 to 1. Accordingly, we recommend the continuance of this matching activity.

Cost Benefit Analysis for the Computer Match (Number 1076) Between the Supplemental Security Record (SSR) and the Centers of Medicare and Medicaid Services (CMS) Minimum Data Set (MDS)

Number of "D8" Alerts Completed in FY 2014: 76,026
Number of Alerts in Sample: 500

Benefits

Retroactive Overpayments

Percent of records with overpayments	40%
Number of alerts	30,410
Average overpayment	$1,042
Total overpayment projected	$31,685,091
Amount Expected to Recover	**$13,212,715**

Decrease in Monthly Payment Amount

Percent of alerts	36%
Number of alerts with decrease in monthly payment	27,521
Average change in monthly payment amount	$356
Total change in ongoing monthly payment	$9,801,329
Projected for 8 months	**$78,410,632**

Total Benefits:	**$91,623,347**

Costs

Interagency Agreement Costs	$40,000
Systems Costs (Office of Systems, Budget staff)	$241,200
Field Office Alert Development Costs	$10,245,026
Overpayment Development and Recovery Processing Costs	$1,901,841

Total Costs	**$12,428,067**

Benefit-to-Cost Ratio: **7.37 :1**

Field Office Alert Development Costs

Total number of alerts completed in FY 2014	76,026
Salary[1]	$91,400
Development time per alert[2]	92 minutes

Computation

Development Minutes x 2.00 overhead[3]	184 minutes per alert
((Minutes per Alert x Number of Alerts)/60)/2080=WY	112.09 WY
WY x (Salary)	**$10,245,026**
Average cost to develop an alert	$134.76

Overpayment Development and Recovery Costs

Cost per alert (DCBFM/Division of Cost Analysis)	$62.54
Number of alerts with overpayment	30,410

Computation

Alerts with overpayments x Cost per Overpayment Development	**$1,901,841**

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[1] FY 2014 Average Cost Per Workyear (CPWY) provided by the Office of Budget.
[2] The development time of 92 minutes per alert was furnished by the Office of Operations.
[3] The overhead rate of 2.00 for the FOs was furnished by the Office of Budget.

Benefits in Detection and Prevention of Overpayments

<u>Overpayments</u>

Total number of alerts	*76,026*
Total number of cases with retroactive overpayments	*30,410*
Average overpayment	$1,042

Computation

Recipients Discharged at time of alert development

Percent of Total Overpayments for Discharged Recipients	39%
Number of Alerts with Overpayments	11860
Total Overpayment (Estimated)	$12,357,290
Amount Expected to Recover (60%)	**$7,414,374**

Recipients still in Nursing Home at time of alert Development

Percent of Total Overpayments for still Admitted Recipients	61%
Number of Alerts with Overpaymetns	18550
Total Overpayment (Estimated)	$19,327,802
Amount Expected to Recover (30%)	**$5,798,341**

Total Amount Expected to Recover	**<u>$13,212,715</u>**

<u>Change in Monthly Payment Amount</u>
Decrease

Projected number of cases with decrease in monthly payment amount	*27,521*
Average monthly decrease	*$356*
(Average monthly decrease) x (Number of Benefit Decreases)	$9,801,329
Projected for 8 months	$78,410,632

Overpayment Amount Expected to Recover

Overpayment Cases	**30410**
Sample Overpayment Cases	**200**
Claimant out of nursing home	**78**
Percent of records with overpayments	39%
Number of alerts	78
Average overpayment	$1,042
Number of total overpayments projected	11860
Total overpayments projected	$12,357,290
Amount expected to recover (@ 60%)	**$7,414,374**
Claimant in nursing home	**122**
Percent of records with overpayments	61%
Number of alerts	122
Average overpayment	$1,042
Number of total overpayments projected	18,550
Total overpayments projected	$19,327,802
Amount expected to recover (@ 30%)	**$5,798,341**

Total amount expected to recover   **$13,212,715**

Attachment 2

RECORD DESCRIPTION AND LAYOUT

FILE NAME: SSA Finder File

DATE: March 6, 1998

RECORD LOCATION	FIELD NAME	SIZE
1 - 4	Record Length (Constant "0162")	4
5 - 13	SSR Housed Under Number	9
14 - 22	SSR Social Security Number	9
23 - 24	State Code	2
25 - 27	SSR Field Office Code	3
28 - 47	SSR Last Name	20
48 - 57	SSR Given Name	10
58	SSR Middle Initial	1
59 - 66	SSR Date of Birth (MD)	8

67	SSR Sex Code	1
68 - 75	Date of SSI Eligibility	8
76	SSR Current Federal Living Arrangement Code	1
77 - 78	Number of Months for which MDS data is requested (01 – 12)[4]	2
79	Federal Living Arrangement Code for the current month minus 12	1
80	Federal Living Arrangement Code for the current month minus 11	1
81	Federal Living Arrangement Code for the current month minus 10	1
82	Federal Living Arrangement Code for the current month minus 9	1
83	Federal Living Arrangement Code for the current month minus 8	1
84	Federal Living Arrangement Code for the current month minus 7	1
85	Federal Living Arrangement Code for the current month minus 6	1
86	Federal Living Arrangement Code for the current	

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[4]   Indicates the number of months for which MDS data is requested. This field will be followed by 01 - 12 occurrences (depending on the number of months requested with blanks for the months for which data are not requested) of first, FLA codes (1 position), then, followed by 01 - 12 occurrences of the Payment Status Code (3 positions), and next, 01 - 12 occurrences of the Institutionalization Month Code 1, 2, or 3 (3 positions).

	month minus 5	1
87	Federal Living Arrangement Code for the current month minus 4	1
88	Federal Living Arrangement Code for the current month minus 3	1
89	Federal Living Arrangement Code for the current month minus 2	1
90	Federal Living Arrangement Code for the current month minus 1	1
91 - 93	Payment Status Code for the current month minus 12	3
94 - 96	Payment Status Code for the current month minus 11	3
97 - 99	Payment Status Code for the current month minus 10	3
100 - 102	Payment Status Code for the current month minus 9	3
103 - 105	Payment Status Code for the current month minus 8	3
106 - 108	Payment Status Code for the current month minus 7	3
109 - 111	Payment Status Code for the current month minus 6	3
112 - 114	Payment Status Code for the current month minus 5	3
115 - 117	Payment Status Code for the current month minus 4	3
118 - 120	Payment Status Code for the current month minus 3	

		3
121 - 123	Payment Status Code for the current month minus 2	
		3
124 - 126	Payment Status Code for the current month minus 1	
		3
127 -129	INST- Month 1, 2, 3 Code for the current month minus 12	
		3
130 -132	INST- Month 1, 2, 3 Code for the current month minus 11	
		3
133 - 135	INST- Month 1, 2, 3 Code for the current month minus 10	
		3
136 - 138	INST- Month 1, 2, 3 Code for the current month minus 9	
		3
139 - 141	INST- Month 1, 2, 3 Code for the current month minus 8	
		3
142 - 144	INST- Month 1, 2, 3 Code for the current month minus 7	
		3
145 -147	INST- Month 1, 2, 3 Code for the current month minus 6	
		3
148 - 150	INST- Month 1, 2, 3 Code for the current month minus 5	
		3
151 - 153	INST- Month 1, 2, 3 Code for the current month minus 4	
		3
154 - 156	INST- Month 1, 2, 3 Code for the current month minus 3	
		3
157 - 159	INST- Month 1, 2, 3 Code for the current month minus 2	
		3
160 - 162	INST- Month 1, 2, 3 Code for the current month	

minus 1

3

RECORD DESCRIPTION AND LAYOUT

FILE NAME: CMS MDS Response File

RECORD LOCATION	FIELD NAME	SIZE
1 - 162	MDS Finder File	162
163 - 164	Number of CMS Resident Record Segments (01 - 10)	2
165 - 166	MDS Assessment Type	2
167 – 175	MDS Social Security Number	9
176 - 193	MDS Last Name	18
194 - 205	MDS First Name	12
206	MDS Middle Initial	1
207 - 209	MDS Suffix (Name)	3
210 - 217	MDS Date of Birth	8
218	MDS Gender (Sex)	1

219 - 226	Date of Entry (MD)	8
227 - 234	Discharge Date (MD)	8
235 - 242	Re-entry Date (MD)	8
243 - 250	Assessment Effective Date (MD)	8
251	Expected Length of Stay	1
252	Current Payment Source - Med	1
253	Current Payment Source - Med	1
254	Current Payment Source - Med	1
255	Current Payment Source - Med	1
256	Current Payment Source - CHA	1
257	Current Payment Source - VA	1
258	Current Payment Source - Self	1
259	Current Payment Source - Med	1
260	Current Payment Source - Priv	1

261	Current Payment Source – Oth	1
262 - 263	State Code	2
264 - 279	Unique Facility ID Code	16
280 - 309	Facility Name	30
310 - 359	Facility Address	50
360 - 379	Facility City	20
380 - 381	Facility State	2
382 - 392	Facility Zip Code	11
393 - 405	Facility Telephone Number	13

Attachment 4

FEDERAL REGISTER NOTICE – ATTACHED SEPARATELY