

**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. 2025-05

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

**A. Purpose**

This computer matching agreement (agreement) sets forth the terms, conditions, and safeguards under which the Centers for Medicare & Medicaid Services (CMS) will disclose to the Social Security Administration (SSA) certain individuals' admission and discharge information for care received in a nursing care facility. Nursing care facility, for purposes of this agreement, means certain facilities referenced in the CMS Long-Term Care Minimum Data Set System (LTC/MDS), Number 09-70-0528. 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.

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

**B. Legal Authorities**

This agreement between SSA and CMS is executed pursuant to the Privacy Act of 1974, as amended (5 U.S.C. § 552a). CMS disclosures to SSA under this agreement constitute a matching program as defined by the Privacy Act at 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 legal authority for the SSI portion of the matching program is contained in sections 1611(e)(1) and 1631(f) of the Social Security Act (Act) (42 U.S.C. §§ 1382(e)(1) and 1383(f)), and 20 Code of Federal Regulations (CFR) § 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 an eligible individual or the eligible spouse of that individual 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)).

Section 1631(f) of 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’ LTC/MDS system of records.

Additional legal authority for CMS’ disclosures under this agreement is 45 CFR § 164.512(a) (“Standard: Uses and disclosures required by law,” also referred to as the Health Insurance Portability and Accountability Act of 1996 Privacy Rule).

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

### C. Definitions

For purposes of this agreement, the following definitions apply:

1. "Breach" is defined in OMB Memorandum M-17-12, *Preparing for and Responding to a Breach of Personally Identifiable Information* (January 3, 2017), as the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information (PII); or (2) an authorized user accesses or potentially accesses PII for an other than authorized purpose;
2. "CMS" means the Centers for Medicare & Medicaid Services;
3. "HHS" means the United States Department of Health and Human Services;
4. "Medicaid" means the Medicaid program established under Title XIX of the Act, together with other health care programs established under state law;
5. "Medicare" means the health coverage program established under Title XVIII of the Act;

6. "Nursing care facilities" means skilled nursing facilities (SNFs), nursing facilities (NFs), and SNFs/NFs, as defined at 42 CFR § 483.5;
7. "OMB" means the Office of Management and Budget;
8. "Personally Identifiable Information" or "PII" refers to information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual (OMB Memorandum M-17-12 – *Preparing for and Responding to a Breach of Personally Identifiable Information* (January 3, 2017));
9. "Protected Health Information" or "PHI" means individually identifiable health information as defined in the HIPAA Privacy Rule at 45 CFR. § 106.103;
10. "Recipient Agency" is defined by the Privacy Act at 5 U.S.C. § 552a(a)(9) and means any agency, or contractor thereof, receiving records contained in a System of Records (SOR) from a source agency for use in a matching program;
11. "Routine Use" refers to a description of a disclosure recipient and purpose to and for which the agency may disclose a Privacy Act record to parties who are not employees or official of the agency without the individual record subject's prior, written consent. To be valid, a routine use must be published in the System of Records Notice (SORN) for the applicable system of records for a public notice and comment period of at least 30 days and must be compatible with the purpose for which the agency collected the record;
12. "Security Incident" or "Incident" means an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation, or imminent threat of violation of, law, security policies, security procedures, or acceptable use policies (OMB Memorandum M-17-12 – *Preparing for and Responding to a Breach of Personally Identifiable Information* (January 3, 2017));
13. "SOR" means system of records;
14. "Source Agency" as defined by the Privacy Act at 5 U.S.C. § 552a(a)(11) means any agency which discloses records contained in a SOR to be used in a matching program;
15. "SSA" means the Social Security Administration;
16. "SSI" means Supplemental Security Income; and
17. "SVB" means Special Veterans' Benefits.

## **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 response file to SSA in accordance with this agreement. CMS will submit its response file to SSA no later than 21 days after receipt of the SSA finder file.
2. In its response file, CMS will disclose certain nursing care facility admission and discharge data listed in Attachment 3.

### **B. SSA Responsibilities**

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

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

#### **A. Justification**

Section 1611(e)(1)(B) of the Act (42 U.S.C. § 1382(e)(1)(B)) (as implemented in 20 CFR § 416.211) limits the SSI benefit amount payable an eligible individual (or an eligible spouse) receives when in a medical treatment facility, paid for by Medicaid, throughout a month. Similarly, law limits the SSI benefit payment amount payable to certain eligible children who receive payments from a private health insurance provider. CMS admission and discharge data will help SSA enforce this provision and potentially reduce the number of incorrect and improper payments (overpayments/underpayments). Using the information provided under this agreement, computer matching is faster and more efficient than using a manual process.

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

#### **B. Anticipated Results**

The benefit to the United States Treasury of this matching operation is the correction of those cases where there is a decrease in the monthly payment amount and the recovery of detected overpayments, which totaled about \$46,441,164.30. We project the total costs of conducting the matching program including recovery of detected overpayments to be \$21,884,458 per year. The actual savings to the United States Treasury make this matching operation cost effective with a benefit to cost ratio of 2.12 to 1. Accordingly, SSA and CMS recommend continuing this matching activity (See Attachment 1 – Cost Benefit Analysis (CBA)).

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

### **IV. DESCRIPTION OF RECORDS TO BE MATCHED**

#### **A. Systems of Records (SOR)**

1. Each month, SSA will provide CMS with a finder file extracted from data maintained in SSA's Supplemental Security Income Record and Special Veterans Benefits, System No. 60-0103, last fully published at 71 Federal Register (Fed. Reg.) 1830 (January 11, 2006), and amended at 72 Fed. Reg. 69723 (December 10, 2007), 83 Fed. Reg. 31250-31251 (July 3, 2018), 83 Fed. Reg. 54969 (November 1, 2018), 89 Fed. Reg. 825 (January 1, 2024), 89 Fed. Reg. 14554 (February 27, 2024), and 90 Fed. Reg. 53414 (November 25, 2025). The information in this SOR may be updated

during the effective period of this agreement as required by the Privacy Act.

2. CMS will match the SSA finder file against data maintained pursuant to the Long-Term Care-Minimum Data Set (LTC/MDS), System No. 09-70-0528, last fully published at 72 Fed. Reg. 12801 (March 19, 2007), as amended at 78 Fed. Reg. 23938 (April 23, 2013), 78 Fed. Reg. 32257 (May 29, 2013), and 83 Fed. Reg. 6591 (February 14, 2018); and submit its response file to SSA. The information in this SOR may be updated during the effective period of this agreement as required by the Privacy Act.

The SORs involved in this computer matching program contain routine uses permitting the disclosures needed to conduct this match.

#### B. Specified Data Elements Used in the Match

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

#### C. Number of Records

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

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

#### D. Frequency of Data Exchanges

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.

### V. NOTICE PROCEDURES

#### A. Applicants/Enrollees

Both CMS and SSA will notify all applicants for benefits in their respective programs that these two agencies will conduct matching programs. CMS beneficiaries are notified annually within the Medicare & You handbook. SSA applicants are notified when completing the SSI application and in the Cost-of-Living Adjustment notice.

## 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.

## 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 match with CMS. SSA will contact the individual to verify the matching results in accordance with 5 U.S.C. § 552a(p) and OMB guidelines. SSA will then evaluate the individual's eligibility or payment amount, or both in accordance with the provisions in section 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 retain the electronic files that each receives from the other under this agreement for only 90 days or the period required for any processing related to the matching program and will then destroy the records by electronic purging, unless the recipient agency must retain the information in order to meet evidentiary requirements. In the latter instance, SSA and CMS will continue to retain the records in accordance with the applicable Federal records retention schedule under 44 U.S.C. § 3303a.

Neither SSA nor CMS will 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 applicable Federal records retention schedule under 44 U.S.C. § 3303a.

## VIII. SECURITY PROCEDURES

SSA will comply with the requirements of the Federal Information Security Modernization Act (FISMA), 44 U.S.C. § 3551, et seq., (Pub. L. 113-283); related Office of Management and Budget (OMB) circulars and memoranda, such as Circular A-130, *Managing Information as a Strategic Resource* (July 28, 2016) and Memorandum 17-12, *Preparing for and Responding to a Breach of Personally Identifiable Information* (January 3, 2017); National Institute of Standards and Technology (NIST) directives; and the Federal Acquisition Regulations, including any applicable amendments published after the effective date of this agreement. These laws, directives, and regulations include requirements for safeguarding Federal information systems and personally identifiable information (PII) used in Federal agency business processes, as well as related reporting requirements. Both agencies recognize, and will implement, the applicable 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 its contractors and agents.

### A. Breach Reporting

If SSA experiences a suspected or confirmed incident involving the breach (i.e., loss) of PII provided by SSA under the terms of this agreement, they will follow the reporting guidelines issued by OMB. In the event of a suspected or confirmed PII breach, the agency experiencing the breach is responsible for following its established procedures, including notification to the proper organizations. In addition, the agency experiencing the suspected or confirmed breach will notify the other agency's point of contact named in this agreement. If CMS is unable to speak with the SSA Privacy and Disclosure Policy (PDP) Breach Contact within one hour or if for some other reason notifying SSA's PDP Breach Contact is not practicable (e.g., it is outside of the normal business hours), CMS will call SSA's Enterprise-IT Customer Service Desk at 1-877-697-4889. If SSA is unable to speak with CMS' Systems Security Contact within one hour, SSA will notify the CMS IT Service Desk at 1-800-562-1963 or email [CMS\\_IT\\_Service\\_Desk@cms.hhs.gov](mailto:CMS_IT_Service_Desk@cms.hhs.gov).

## B. Breach Notification

SSA 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 will restrict access to the data matched and to any data created by the match to only those users (e.g., employees, contractors, etc.) who need it to perform their official duties in connection with the uses of the data authorized in this agreement. Further, SSA will advise all personnel at its agency 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 will store the data matched and any data created by the match in an area that is physically and technologically secure from access by unauthorized persons at all times (e.g., door locks, card keys, biometric identifiers, etc.). Only authorized personnel will transport the data matched and any data created by the match. Each agency will establish appropriate safeguards for such data, as determined by a risk-based assessment of the circumstances involved.

## E. Technical Safeguards

SSA 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 at each agency must enter personal identification numbers when accessing data on the agencies' systems. Each agency will strictly limit authorization to those electronic data areas necessary for the authorized analyst to perform his or her official duties.

## F. Application of Policy and Procedures

SSA will adopt policies and procedures to ensure that they use the information contained in their records or obtained from the other agency solely as provided in this agreement. SSA will comply with their adopted policies and procedures and any subsequent revisions.

#### G. Security Assessments

NIST Special Publication (SP) 800-37, as revised, encourages agencies to accept each other's security assessments to reuse information system resources and/or to accept each other's assessed security posture in order to share information. NIST SP 800-37 further encourages that this type of reciprocity is best achieved when agencies are transparent and make available sufficient evidence regarding the security state of an information system so that an authorizing official from another organization can use that evidence to make credible, risk-based decisions regarding the operation and use of that system or the information it processes, stores, or transmits. Consistent with that guidance, the parties agree to make available to each other upon request system security evidence for the purpose of making risk-based decisions. Requests for this information may be made by either party at any time throughout the duration or any extension of this agreement.

#### IX. RECORDS USAGE, DUPLICATION, AND REDISCLOSURE RESTRICTIONS

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

- A. The matching files exchanged under this agreement remain the property of the providing agency and will be destroyed as provided above in article VII.
- B. SSA and CMS will use and access the data only for the purposes described in this agreement.
- C. SSA and CMS will not use the data to extract information concerning the individuals described therein for any purpose not stated in this agreement.
- D. Neither agency will duplicate or disseminate the data exchanged in this matching program within or outside its agency without the written approval of the agency providing the information, except as recognized in this agreement or as necessary for backup to ongoing operations of the matching program and for the purpose of disaster recovery. Neither SSA nor CMS will grant such approval to the other 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 which information they are requesting to duplicate or disseminate, to whom they are requesting to disseminate it, and the reasons that justify the duplication or dissemination.
  1. If CMS receives a court order from a court of competent jurisdiction requiring the disclosure of information that has been obtained from SSA under this agreement, CMS will notify SSA of the court order before providing any such information in response to the court order, and CMS will coordinate with SSA and the Department of Justice (DOJ) (as necessary) in responding to the court order, including regarding the applicability of 20 CFR § 401.180.

2. If SSA receives a court order from a court of competent jurisdiction requiring the disclosure of information that has been obtained from CMS under this agreement, SSA will notify CMS of the court order before providing any such information in response to the court order, and SSA will coordinate with CMS and DOJ (as necessary) in responding to the court order.
- E. If CMS information maintained in an SSA system, SSA may be required to disclose such information as requested by the Congressional Budget Office (CBO) pursuant to 2 U.S.C. § 601(d) or the Government Accountability Office (GAO) pursuant to 31 U.S.C. § 716. Both the CBO and GAO are required by Federal law to maintain the same level of confidentiality as applicable to SSA. See 2 U.S.C. § 603(e) and 31 U.S.C. § 716(e).

#### **X. ACCURACY ASSESSMENTS**

SSA does not have an accuracy assessment specific to the data elements listed in this agreement (Attachment 2). However, SSA conducts assessments of the data in its SORs as part of its ongoing financial integrity and internal control reviews in accordance with the guidelines established in OMB Management Procedures Memorandum No. 2016-03 – Additional Guidance for DATA Act Implementation: Implementing Data-Centric Approach for Reporting Federal Spending Information; OMB M-17-04 – Additional Guidance for DATA Act Implementation: Further Requirements for Reporting and Assuring Data Reliability; and OMB M-18-16 – Appendix A to OMB Circular No. A-123, Management of Reporting and Data Integrity Risk. Based on these reviews which are certified by the agency’s Senior Accountable Official (agency Chief Financial Officer) and by the unqualified audit opinion rendered by the agency’s financial statement auditor, SSA has a reasonable assurance as to the accuracy and reliability of these data.

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

#### **XI. COMPTROLLER GENERAL ACCESS**

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

#### **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 Treasury’s G-Invoicing systems, which will generate an Intra Governmental Payment and Collection (IPAC) invoice.

This agreement does not authorize SSA to incur obligations for payment of funds. Performance of such services is authorized only by execution of FS Form 7600A and FS Form 7600B. Moreover, since this agreement spans multiple fiscal years, CMS will prepare a new FS Form 7600B at the beginning of each succeeding fiscal year during which CMS will incur costs for the performance of services provided under this agreement. SSA may incur costs under this agreement on a federal fiscal year basis only. Each party will sign FS Form 7600B on or before the commencement of the applicable fiscal year. Both parties must approve modified FS Forms 7600A and 7600B if actual costs exceed the estimated cost. Accordingly, attached to, and made a part of this agreement, are executed FS Forms 7600A and 7600B that provide the authorization for CMS to perform services under this agreement in Fiscal Year 2026.

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 20, 2026 provided that SSA reported the proposal to re-establish this matching program to the Congressional committees of jurisdiction and OMB in accordance with 5 U.S.C. § 552a(o)(2)(A) and OMB Circular A-108 (December 23, 2016), and, after completion of OMB's review, SSA published notice of the matching program in the Federal Register in accordance with 5 U.S.C. § 552a(e)(12).

#### **B. Duration**

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

#### **C. Renewal**

CMS and SSA 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

The agencies may modify this agreement at any time by a written modification, agreed to by both parties and approved by the DIB of each agency.

#### E. Termination

The agencies may terminate this agreement at any time with the consent of both agencies. Either agency may unilaterally terminate this agreement upon written notice to the other agency requesting termination, in which case the termination shall be effective 90 days after the date of such notice, or at a later date as specified in the notice. SSA or CMS may immediately and unilaterally suspend the data flow under this agreement or terminate this agreement if either party:

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

#### **XIV. 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.

#### **XV. INTEGRATION CLAUSE**

This agreement and the accompanying FS Forms 7600A and 7600B constitute the entire agreement of the parties with respect to its subject matter and supersede all other data exchange agreements between the parties that pertain to the disclosure of the specified CMS records on nursing care facility admission and discharge information data between SSA and

CMS for the purposes described in this agreement. SSA and CMS have made no representations, warranties, or promises outside this agreement. This agreement takes precedence over any other documents that may be in conflict with it, including any conflicting terms in any Interconnection Security Agreement (ISA) entered into in accordance with NIST SP 800-47 governing the interconnection between information technology systems that will be utilized for the transfer of information under this agreement.

## **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 5, *Intragovernmental Transaction Guide*.

## **XVII. PERSONS TO CONTACT**

### **A. SSA Contacts**

#### **Computer Systems Issues**

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#### **Program Policy Issues**

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Social Security Administration  
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**System Security Operations Issues/Information Security Issues**

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Compliance and Assessments  
Information Security  
Chief Information Officer  
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**Agreement Issues**

Sonia V. Robinson, Government Information Specialist  
Electronic Interchange, Liaison & Breach Division  
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**Privacy and Disclosure Policy Breach Contact**

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**Data Exchange Liaison**

Anastasia Collins, Project Coordinator  
Data Exchange, Notices, Negotiations, and Publications  
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**B. CMS Contacts****System Issues**

Dovid Chaifetz

Centers for Clinical Standards and Quality (CCSQ)

Information Systems Group (ISG)

Division of Quality Systems for Assessments and Surveys (DQSAS)

Centers for Medicare & Medicaid Services

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Baltimore, MD 21244-1850

Telephone: (410) 786-7123

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**Program Issues**

Stacy Cole

Division of Chronic and Post Acute Care

Quality Measurement and Value-Based Incentives Group

Center for Clinical Standards and Quality

Centers for Medicare & Medicaid Services

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**Privacy and Agreement Issues**

Barbara Demopulos, Privacy Act Officer

Division of Security, Privacy Policy & Oversight

Information Security & Privacy Group

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## XVIII. SIGNATURES

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

**Electronic Signature Acknowledgement:** The signatories may sign this document electronically by using an approved electronic signature process. By signing this document electronically, the signatories agree that the signature they provide has the same meaning and legal validity and effect as a handwritten signature.

### A. Social Security Administration

**Jennifer  
Karangelen**

Digitally signed by Jennifer  
Karangelen  
Date: 2026.01.23 16:52:14 -05'00'

Date \_\_\_\_\_

Jennifer Karangelen  
Acting FOIA and Privacy Officer  
Privacy and Disclosure Policy  
Law and Policy  
Social Security Administration

### B. Social Security Administration Data Integrity Board Approval

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.

**Matthew  
Ramsey**

Digitally signed by  
Matthew Ramsey  
Date: 2026.04.01  
08:06:31 -04'00'

Date \_\_\_\_\_

Matthew D. Ramsey  
Chairperson  
Data Integrity Board  
Privacy and Disclosure Policy  
Social Security Administration

C. Centers For Medicare & Medicaid Services Program Official

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

**Michelle Schreiber** Digitally signed by Michelle Schreiber  
Date: 2026.02.20 14:46:17 -05'00' Date 02/20/2026  
\_\_\_\_\_  
Michelle Schreiber, Director  
Quality Measurement and Value-Based Incentives Group  
Center for Clinical Standards and Quality  
Centers for Medicare & Medicaid Services

**D. Centers For Medicare & Medicaid Services Approving Official**

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.

**PATRICK I. NEWBOLD -S2** Digitally signed by PATRICK I. NEWBOLD -S2  
Date: 2026.03.18 10:29:25 -04'00'

Date \_\_\_\_\_

Patrick Newbold  
Chief Information Officer & Director  
Office of Information Technology  
Centers for Medicare & Medicaid Services

E. U.S. Department of Health and Human Services Data Integrity Board Official

The authorized DIB official, whose signature appears below, accepts and expressly agrees to the terms and conditions expressed herein, 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.

*David C. Hong for*  
David C. Hong for (Apr 17, 2026 14:02:03 EDT)

04/17/2026

Date \_\_\_\_\_

Clark Minor  
Chairperson  
HHS Data Integrity Board  
U. S. Department of Health and Human Services

Attachments:

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