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

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

I. PURPOSE

This computer matching agreement (agreement) establishes the terms, conditions, and safeguards under which the Centers for Medicare & Medicaid Services (CMS) will disclose to the Social Security Administration (SSA) Medicare non-utilization information for Social Security Title II beneficiaries aged 90 and above.

CMS will identify Medicare enrollees whose records have been inactive for three or more years. SSA will use this data as an indicator to select and prioritize cases for review to determine continued eligibility for benefits under Title II of the Social Security Act (Act). SSA will contact these individuals to verify ongoing eligibility. In addition, SSA will use this data for the purposes of fraud discovery and the analysis of fraud programs operations; this agreement allows for SSA’s Office of Anti-Fraud Programs (OAFP) to evaluate the data for the purposes of fraud detection. SSA will refer individual cases of suspected fraud, waste, or abuse to the Office of the Inspector General for investigation.

II. LEGAL AUTHORITY


Section 202 of the Act (42 U.S.C. § 402) outlines the requirements for eligibility to receive Old-Age, Survivors, and Disability Insurance Benefits under Title II of the Act. Section 205(c) of the Act (42 U.S.C. § 405) directs the Commissioner of Social Security to verify the eligibility of a beneficiary.

This matching program employs CMS systems containing Protected Health Information (PHI) as defined by Health and Human Services (HHS) regulation “Standards for Privacy of
Individually Identifiable Health Information” (45 Code of Federal Regulations (C.F.R.) §§ 160 and 164). PHI authorized by the routine uses may only be disclosed by CMS if, and as permitted or required by the “Standard for Privacy in Individually Identifiable Health Information,” (45 C.F.R. § 164.512d).

III. RESPONSIBILITIES OF THE PARTICIPATING AGENCIES

A. SSA’s Responsibilities

1. SSA will send a finder file to CMS containing the Title II Claim Account Number (CAN), Title II Beneficiary Identification Code (BIC), name, and date of birth for beneficiaries aged 90 and above.

2. SSA will process the response file received from CMS and, if there is a match, forward the records to the SSA field offices for further review before taking any adverse actions.

3. SSA will publish notice of this matching program in the Federal Register in accordance with the requirements of the Privacy Act and OMB guidelines.

4. SSA will reimburse CMS for costs associated with performance of this agreement up to the obligated amount defined in Form SSA-429 for each fiscal year (FY) this agreement is in effect.

5. SSA will retain data elements from the CMS response file as described in the Anti-Fraud Enterprise Solution (AFES) system of records notice (SORN), for OAFP fraud-related analytics or data that leads OAFP to initiate a fraud investigation.

B. CMS’ Responsibilities

1. CMS will match the SSA finder file against

   a. its Enrollment Database (EDB) (09-70-0502), which contains information related to Medicare enrollment and entitlement and Medicare Secondary Payment data;

   b. the Long Term Care – Minimum Data Set (LTC-MDS) (09-70-0528), which contains enrollment and entitlement information on residents in all certified Medicare and/or Medicaid long-term care facilities; and

   c. the National Claims History (NCH) (09-70-0558), which contains billing and utilization information on Medicare beneficiaries enrolled in hospital insurance (Part A) or medical insurance (Part B) of the Medicare program.

2. CMS will send a response file to SSA containing the Medicare information for each record in the finder file with non-utilization of benefits for a period of three or more years and distinguish those individuals who are involved in private health insurance,
veterans health insurance, Tricare insurance, Health Maintenance Organizations (HMO), or live in nursing homes. "Nursing homes," for purposes of this agreement, means skilled nursing facilities (SNF), nursing facilities (NF), and SNF/NF, as defined at 42 C.F.R. 483.5 (Nursing Homes).

IV. JUSTIFICATION AND ANTICIPATED RESULTS

A. Justification

Data exchange under this program is necessary for SSA to avoid overpayments and detect fraud in SSA-administered programs by using Medicare non-utilization information as an indicator to select and prioritize cases for further review of continuing eligibility for Title II programs. The non-utilization of Medicare benefits for an extended period may be an indicator that an individual is deceased, or is otherwise no longer eligible for benefits. SSA and CMS have determined that computer matching is the most efficient, economical, and comprehensive method of collecting, comparing, and transferring this information. No other administrative activity can efficiently accomplish this purpose.

B. Anticipated Results

The benefits to the United States Treasury and the Retirement, Survivors, and Disability Insurance trust funds of this matching operation are: the recovery of retroactive overpayments; the correction of cases where there is a suspension or termination of the monthly benefit payments; and the prevention of future overpayments. The benefits of this matching operation were $7,881,063 with costs of $328,133 resulting in a benefit-to-cost ratio of 24:1 (See Attachment A for full CBA).

V. DESCRIPTION OF MATCHED RECORDS

A. Systems of Records (SOR)

1. SSA will


   b. Retain data elements from the CMS response file in the AFES SOR, for OAFP fraud-related analytics or data that leads OAFP to initiate a fraud investigation (60-0388), last fully published May 3, 2018 (83 Fed. Reg. 19588).
2. CMS will disclose to SSA information from the following SORs:


SSA’s and CMS’ SORs have routine uses permitting the disclosures needed to conduct this match.

B. Specified Data Elements

1. SSA will provide CMS with a finder file containing the following information for each individual

   a. Title II Claim Account Number (CAN);
   b. Title II Beneficiary Identification Code (BIC);
   c. First Name;
   d. Last Name; and
   e. Date of birth.

2. CMS will provide SSA with a response file containing the following information for each individual

   a. CMS File Number (identified as a Health Insurance Claim Number (HICN));
   b. Whether CMS matched Beneficiary/individual is a Medicare beneficiary;
   c. Whether individual is a Medicaid recipient;
   d. Whether Medicare was used in the last three years;
   e. Whether the beneficiary is a part of an HMO;
   f. Whether the beneficiary lives in a nursing home;
   g. Whether the beneficiary has private health insurance;
   h. Whether the beneficiary has veteran’s health insurance; or
   i. Whether the beneficiary has Tricare insurance.
C. Number of Records

SSA will send information from the MBR concerning beneficiaries who are aged 90 and over, and who still receive Social Security benefits from SSA. SSA will send approximately 2.2 million of these records from the MBR to CMS.

D. Frequency of Matching

SSA will provide the finder file to CMS annually. CMS will submit its response file to SSA no later than 21 calendar days after receipt of the SSA finder file.

VI. PROCEDURES FOR PROVIDING INDIVIDUALIZED NOTICE

To comply with the notice requirements of 5 U.S.C. § 552a(o)(1)(D), SSA and CMS agree that the following notice requirements will be followed

A. SSA

1. SSA will provide constructive notice of the matching program by publishing a notice of the matching program in the Federal Register in accordance with the requirements of the Privacy Act and OMB guidelines.

2. SSA provides direct notice, in writing, to all individuals at the time of his or her application for benefits stating that SSA matches their records against those of SSA and other agencies to verify his or her eligibility.

3. SSA periodically provides subsequent notices of computer matching to all beneficiaries at least once during the life of the match.

B. CMS

1. CMS informs individuals who are Medicare eligible, as part of the enrollment process, that CMS will conduct matching programs.

2. CMS provides all Medicare beneficiaries (by mail) a copy of the handbook, “Medicare and You,” that informs them about data matching activities. A link to the handbook is here: https://www.medicare.gov/forms-help-resources/medicare-you-handbook/download-medicare-you-in-different-formats

VII. VERIFICATION AND OPPORTUNITY TO CONTEST FINDINGS

A. Verification Procedures

SSA will take no adverse action regarding individuals identified through the matching process solely based on information that SSA obtains from the match. SSA will contact
the beneficiary to verify the matching results in accordance with the requirements of the Privacy Act and applicable OMB guidelines.

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

B. Opportunity to Contest

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

1. That SSA received information from CMS that will have an adverse effect on the beneficiary’s payment;

2. The effective date of any adjustment or overpayment that may result;

3. The individual has 30 days to contest any adverse action decision; and

4. Unless the beneficiary or representative payee responds to contest the proposed adverse action in the required 30-day time period, SSA will conclude that the information provided by CMS is correct, and will make the necessary adjustment to the individual’s payment.

VIII. PROCEDURES FOR RETENTION AND TIMELY DESTRUCTION OF IDENTIFIABLE RECORDS

Both agencies will retain the electronic files received from the other agency under this agreement only for the period of time required for any processing related to the matching program, and then will destroy all such data by electronic purging, unless required to retain the information in order to meet evidentiary requirements. In case of such retention for evidentiary purposes, each agency will retire the retained data in accordance with the applicable Federal Records Retention Schedule (44 U.S.C. § 3303a). CMS will not create permanent files or a separate system comprised solely of the data provided by SSA.

IX. RECORDS USAGE, DUPLICATION, AND REDISCLOSURE RESTRICTIONS

SSA and CMS agree to limit their use, duplication, and disclosure of the electronic files and information provided by the other agency under this agreement as follows:

A. SSA and CMS will use and access the information provided for or created by this matching program only for the purposes described in this agreement.
B. SSA and CMS will not use the information to extract information concerning these individuals for any purpose not specified by this agreement.

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

X. SECURITY PROCEDURES

SSA and CMS will comply with the requirements of the Federal Information Security Management Act (FISMA), 44 U.S.C. Chapter 35, Subchapter II, as amended by the Federal Information Security Modernization Act of 2014 (Pub. L. 113-283); related OMB circulars and memoranda, such as Circular No. A–130, Managing Federal Information as a Strategic Resource (July 28, 2016), and Memorandum M-17-12 Preparing for and Responding to a Breach of Personally Identifiable Information (January 3, 2017); National Institute of Standards and Technology (NIST) directives; and the Federal Acquisition Regulations, including any applicable amendments published after the effective date of this agreement. These laws, directives, and regulations include requirements for safeguarding Federal information systems and personally identifiable information (PII) used in Federal agency business processes, as well as related reporting requirements. Both agencies recognize, and will implement, the laws, regulations, NIST standards, and OMB directives, including those published subsequent to the effective date of this agreement.

FISMA requirements apply to all Federal contractors, organizations, or entities that possess or use Federal information, or that operate, use, or have access to Federal information systems on behalf of an agency. Both agencies are responsible for oversight and compliance of their contractors and agents.

A. Loss Reporting

If either SSA or CMS experiences an incident involving the loss or breach of PII provided by SSA or CMS under the terms of this agreement, they will follow the incident reporting guidelines issued by OMB. In the event of a reportable incident under OMB guidance involving PII, the agency experiencing the incident is responsible for following its established procedures, including notification to the proper organizations (e.g., United States Computer Emergency Readiness Team, the agency’s privacy office). In addition, the agency experiencing the incident (e.g., electronic or paper) will notify the other agency’s Systems Security Contact named in this agreement. If CMS is unable to speak with the SSA Systems Security Contact within one hour or if for some other reason notifying the SSA Systems Security Contact is not practicable (e.g., it is outside of the
normal business hours), CMS will call SSA’s National Network Service Center toll-free at 1-877-697-4889. If SSA is unable to speak with CMS’s Systems Security Contact within one hour, SSA will contact CMS IT Service Desk at (410) 786-2580 or email CMS_IT_Service_Desk@cms.hhs.gov.

B. Breach Notification

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

C. Administrative Safeguards

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

D. Physical Safeguards

SSA and CMS will store the data matched and any data created by the match in an area that is physically secure and technologically secure from access by unauthorized persons at all times (e.g., door locks, card keys, biometric identifiers, etc.). Only authorized personnel will transport the data matched and any data created by the match. SSA and CMS will establish appropriate safeguards for such data, as determined by a risk-based assessment of the circumstances involved.

E. Technical Safeguards

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

F. Application of Policies and Procedures

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

G. Security Assessments

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

XI. ACCURACY ASSESSMENTS

CMS estimates that at least 99 percent of the information in the systems of records cited in Section V.A.2 are accurate based on their operational experience.

SSA does not have an accuracy assessment specific to the data elements listed in Attachment C. However, SSA conducts periodic, statistically valid, stewardship (payment accuracy) reviews, in which the benefits or payments listed in this agreement are included as items available for review and correction. SSA quality reviewers interview the selected Old Age Survivors Disability Insurance (OASDI) beneficiaries/recipients and redevelop the non-medical factors of eligibility to determine whether the payment was correct. Based on the available study results, we have a reasonable assurance that SSA’s accuracy assumptions of a 95 percent confidence level for the monthly benefits or payments listed in this agreement (Fiscal Year (FY) 2016 Title II Payment Accuracy Report, August 2017).

Both SSA and CMS agree to work collaboratively to explore ways to assure the timeliness and accuracy of the data provided for the matching program.

XII. COMPTROLLER GENERAL ACCESS

The Government Accountability Office (Comptroller General) may have access to all SSA and CMS data it deems necessary in order to monitor or verify compliance with this agreement.
XIII. REIMBURSEMENT

All work performed by CMS in accordance with this agreement is performed on a reimbursable basis, as authorized under the Economy Act of 1932, as amended (31 U.S.C. § 1535). Billing is for the actual cost of providing data to SSA. Billing will be at least quarterly, and may be monthly during the last quarter of the fiscal year. Actual costs may be higher or lower than the estimate. SSA will transfer funds to CMS, in the form of progress or periodic payments, on at least a quarterly basis to support CMS’s activities under this agreement. Transfers of funds will be by Intra-Governmental Payment and Collection (IPAC) system. The SSA Interagency Agreement (IAA) number should appear on all IPAC submissions.

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

This agreement does not create an obligation of funds. The parties create an obligation of funds only by execution of a Form SSA-429, Interagency Agreement Data Sheet. Accordingly, accompanying this agreement is an executed Form SSA-429 that obligates funds for SSA to pay CMS for services under this agreement in FY 2020. Since this agreement spans multiple fiscal years, SSA will prepare a new Form SSA-429 at the beginning of each succeeding fiscal year during which CMS will incur costs for the performance of services provided under this agreement. Each party will sign such form on or before the commencement of the applicable fiscal year. Both parties must approve an amended Form SSA-429 if actual costs exceed the estimated cost. SSA’s obligation to pay for services performed in fiscal years beyond FY 2020 is subject to the availability of funds.

XIV. DISPUTE RESOLUTION

Disputes related to this agreement will be resolved in accordance with instructions provided in the Treasury Financial Manual Volume I, Part 2, Chapter 4700, Appendix 10, “Intragovernmental Transactions Guide.”

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

A. Effective Date and Required Approvals

The effective date of this agreement is January 1, 2020, provided that SSA has first provided the proposed matching program report to the Congressional committees of jurisdiction and OMB in accordance with 5 U.S.C. § 552a(o)(2)(A) and (r), and OMB Circular A-108 (December 23, 2016). SSA publishes the notice of the matching program in the Federal Register for a thirty day public comment period as required by 5 U.S.C. § 552a(e)(12).
B. Duration

This matching agreement is in effect for a period of 18 months, starting from the effective date.

C. Renewal

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

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

2. SSA and CMS have conducted the matching program in compliance with the original agreement.

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

D. Modification

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

E. Termination

SSA and CMS may terminate this agreement at any time with the written consent of both parties. Either party may unilaterally terminate this agreement upon written notice to the other party requesting termination. The termination shall be effective 90 days after the date of the notice, or a later date specified in the notice.

XVI. PERSONS TO CONTACT

A. SSA Contacts

**Program Information**
Matthew Viel, Program Analyst
Office of Public Service and Operations Support
Office of Operations
6401 Security Boulevard, Annex Building, Suite 1620
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Email: Matthew.R.Viel@ssa.gov
Data Exchange Issues
Leechelle Harrison, Data Exchange Liaison
Office of Data Exchange and Policy Publication
Office of Retirement and Disability Policy
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Telephone: (410) 966-0308
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Systems Security Information
Jennifer Rutz, Director
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Office of Systems
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Agreement Information
Shawn Murphy, Government Information Specialist
Electronic Interchange & Liaison Division
Office of Privacy & Disclosures
Office of the General Counsel
6401 Security Boulevard, G-401 WHR
Baltimore, MD 21235
Telephone: (410) 965-8210
Email: Shawn.Murphy@ssa.gov

B. CMS Contacts

Walter Stone
CMS Privacy Act Officer
Division of Security, Privacy Policy and Governance
Information Security and Privacy Group
Office of Information Technology
Centers for Medicare & Medicaid Services
7500 Security Boulevard
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Baltimore, MD 21244-1850
Telephone: (410)786-5357
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Barbara Demopolos, CMS Privacy Advisor
Division of Security, Privacy Policy and Governance
Information Security and Privacy Group
Office of Information Technology
Centers for Medicare & Medicaid Services
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Systems Issues
Tejas Shukla
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Center for Clinical Standards and Quality
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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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Email: Dovid.Chaifetz@cms.hhs.gov

XVII. INTEGRATION CLAUSE

This agreement, the attachments (A – C), and the accompanying Form SSA-429 (attachment D) constitute the entire agreement of the parties with respect to its subject matter and supersede all other agreements between the parties that pertain to the disclosure of the specified Medicare non-utilization data for individuals ages 90 and above made between SSA and CMS for the purposes described in this agreement. SSA and CMS have made no representations, warranties, or promises outside of this agreement. This agreement takes precedence over any other documents that may be in conflict with it.
XVIII. AUTHORIZED SIGNATURES

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

Electronic Signature Acknowledge: The signatories may sign this document electronically by using an approved electronic signature process. Each signatory electronically signing this document agrees that his/her electronic signature has the same legal validity and effect as his/her handwritten signature on the document, and that it has the same meaning as his/her handwritten signature.

SOCIAL SECURITY ADMINISTRATION

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

Date August 7, 2019

SOCIAL SECURITY ADMINISTRATION DATA INTEGRITY BOARD

[Signature]
Matthew D. Ramsey
Executive Director
Data Integrity Board

Date 10 Sept 19
CENTERS FOR MEDICARE & MEDICAID SERVICES

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

David R. Wright -S
Digitally signed by David R.
Date: 2019.08.01 10:07:24 -04'00'

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

Michael Pagels, Director
Division of Security, Privacy Policy, and Governance, and
Acting Senior Official for Privacy
Information Security Privacy Group
Office of Information Technology

Date 8/19/19
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES

HHS DATA INTEGRITY BOARD

HHS Data Integrity Board has reviewed and approved this Computer Matching Agreement and has found it to comply with the Privacy Act of 1974, as amended (5 U.S.C. § 552a).

[Signature]

Date 10.1.19

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

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